# **EXHIBIT B**

INDEX NO. 656014/2020 Page 2 of 55 NYSCEF: 11/04/2020

NYSCEF DOC NO 7 Cust 1.20 CV

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

Case Number: 19-11608

## **FILED**

Claim No. 309

July 26, 2019

By Omni Claims Agent For U.S. Bankruptcy Court Southern District of New York

04/19

Official Form 410 **Proof of Claim** 

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Carefully read instructions included with this Proof of Claim before completing.

١.	Who is the current creditor?	Argonaut Insur	ance Company					
		Name of the curre	ent creditor (the person or entity to be paid f	or this claim)				
		Other names the	creditor used with the debtor					
	Has this claim been acquired from someone else?	X No Yes From	whom?					
	Where should notices and payments to the creditor be	Where should I	notices to the creditor be sent?	Where should payments to the creditor be different)	e sent? (if			
	sent?	Law Office of Michael W. Starr, LLC						
	Federal Rule of Bankruptcy Procedure	1 Mill Ridge Lane						
	(FRBP) 2002(g)	Suite 206						
		Chester, NJ 07	930					
		Contact Phone		Contact Phone				
		Contact email	mstarr@michaelstarrlaw.com	Contact email				
		Uniform claim i	dentifier for electronic payments in cha	pter 13 (if you use one)				
•	Does this claim amend one already filed?	X No Yes Clair	m Number on court claims registry (if k	nown) Filed On MM / DD / N	/YYY			
	Do you know if anyone else has filed a proof of claim for this claim?	X No	made the earlier filing?					

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 7 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 3 of 55 NYSCEF: 11/04/2020

	Part 2: Give Informati	tion Abo	out the Claim as of the Date the Case Was Filed
6.	Do you have any number y use to identify the debtor?		o  Last 4 digits of the debtor's account or any number you use to identify the debtor:
7.	How much is the claim?		\$ \$7,800,000.00  Does this amount include interest or other charges?  No  Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim?		Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  Limit disclosing information that is entitled to privacy, such as health care information  Claimant was surety on U.S. Customs Bond
9.	Is all or part of the claim secured?	X No ☐ Yes	Nature of property:  Real Estate If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim Other Describe:  Basis for perfection:  Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.  Value of Property:  Amount of the claim that is unsecured:  \$  (The sum of the secured and unsecured amounts should match the amount in line 7).  Amount necessary to cure any default as of the date of the petition:  \$  Annual Interest Rate: (when case was filed)    Kannual Interest Rate:   Ween case was filed   Mortgage Proof of Claim Mortgage Proof of C
10	. Is this claim based on a lease?	X No Yes	Amount necessary to cure any default as of the date of the petition.
11	. Is this claim subject to a right of setoff?	X No Yes	Identify the property:
12	Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. § 503(b)(9)).?	X No ☐ Yes	Amount of 503(b)(9) Claim: \$

		CLERK 11/04/2020	02:19 PM	INDEX NO. 656014/2				
SCEF DOC. NO. 7	D No □ No	10434 Document 1-2 File	30 12/10/20 Pa	ge 4 of 55 NYSCEF: 11/04/2				
<ol> <li>Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</li> </ol>	=	all that apply		Amount entitled to priority				
A claim may be partly	Domestic s	\$						
priority and partly nonpriority. For example, in some categories, the	Up to \$3,0 personal, f	ervices for \$						
law limits the amount entitled to priority.	☐ Wages, sa bankruptcy U.S.C. § 5							
	Taxes or p	enalties owed to governmental units. 11	U.S.C. § 507(a)(8).	\$				
	Contribution	ns to an employee benefit plan 11 U.S.C	5. § 507(a)(5).	\$				
	X Other. Spe	ecify subsection of 11 U.S.C. § 507(a)(_	_) that applies.	\$				
	* Amounts are	subject to adjustment on 4/01/22 and every 3	years after that for cases be	egun on or after the date of adjustment.				
Part 3: Sign Below	,		_					
he person completing	Check the approp	priate box:						
his proof of claim must	I am the credit							
ign and date it.	_	or's attorney or authorized agent.						
RBP 9011(b).		,	at Bankruntov Bula 300	4				
you file this claim ectronically, FRBP 005(a)(2) authorizes	<ul><li>I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.</li><li>I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.</li></ul>							
courts to establish local ules specifying what a dignature is.		I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowlegment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.						
A person who files a raudulent claim could be	I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true and correct.							
ined up to \$500,000, mprisoned for up to 5	I declare under penalty of perjury that the foregoing is true and correct.							
/ears, or both. I8 U.S.C. §§ 152, 157, and	Executed on date 7/26/2019							
5571.	MM / DD / YYYY							
	Christopher C. Flagg							
	Signature							
	Print the name of the person who is completing and signing this claim:							
	Name	Christopher C. Flagg First Name Middle	• Name	Last Name				
	Title Attorney-in-Fact for Argonaut Insurance Company							
	Company							
		Identify the corporate servicer as the compa 6 Mill Ridge Lane	any if the authorized agent is	s a servicer.				
	Address	Suite 206						
		Chester, NJ 07930						

Official Form 410 Proof of Claim

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Chapter 11

In re:

Case No. 19-11608 (Hollander Sleep Products, LLC)

HOLLANDER SLEEP PRODUCTS, LLC, et al.,

Case No 19-11607

Debtors.

(Dream II Holdings, LLC)

Case No. 19-11609 (Hollander Home Fashions Holdings, LLC)

# ATTACHMENT TO PROOF OF CLAIM ON BEHALF OF ARGONAUT INSURANCE COMPANY

- 1. Prior to the commencement of the above-captioned Chapter 11 case, Argonaut Insurance Company ("Argonaut") issued U.S. Customs Bond Nos. 9914L2864 and 9914L2875 (together, the "Bonds") to Debtor Hollander Sleep Products, LLC ("Hollander Sleep"). True and accurate copies of the Bonds are attached as **Exhibit A**.
- 2. In the event that Hollander Sleep fails to make payments to U.S. Customs and Border Protection ("CBP") covered by the Bonds, Argonaut is required to make such payments on behalf of Hollander Sleep to the CBP subject to the terms of the Bonds.
- 3. The Bonds were initially issued on June 17, 2014 and renewed annually for one-year periods thereafter through June 16, 2018.
  - 4. The Bonds were terminated on June 16, 2018.
- 5. Bond No. 9914L2864 requires Argonaut to pay up to Fifty Thousand Dollars (\$50,000.00) that may become due subject to the terms of the Bond in any one-year period. Argonaut's potential and future liability under Bond No. 9914L2864 is

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 VSCEF DOC NO. 7 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 6 of 55 NYSCEF: 11/04/2020

cumulative so that its total potential and future liability is Fifty Thousand Dollars (\$50,000.00) multiplied by the number of years that Bond 9914L2864 was in effect.

- 6. Bond No. 9914L2875 requires Argonaut to pay up to One Million and Nine Hundred Thousand Dollars (\$1,900,000.00) that may become due subject to the terms of the Bond in any one-year period. Argonaut's potential and future liability under Bond No. 9914L2875 is cumulative so that its total potential and future liability is One Million and Nine Hundred Thousand Dollars (\$1,900,000.00) multiplied by the number of years that Bond No. 9914L2875 was in effect.
- 7. Argonaut's total potential and future liability under the Bonds is Seven Million and Eight Hundred Thousand Dollars (\$7,800,000.00).
- 8. In the event that Argonaut makes payments to the CBP on behalf of Hollander Sleep, Hollander Sleep is required to indemnify and pay Argonaut for all such payments, plus costs, attorneys' fees and interest. A true and accurate copy of the Indemnity Agreement requiring Hollander Sleep to make such payments to Argonaut is attached as **Exhibit B**.
- 9. In the event that Argonaut makes payments to the CBP on behalf of Hollander Sleep, Dream II Holdings, LLC ("Dream II") is required to indemnify and pay Argonaut for all such payments, plus costs, attorneys' fees and interest. A true and accurate copy of the Indemnity Agreement requiring Dream II to make such payments to Argonaut is attached as **Exhibit C**.
- 10. In the event that Argonaut makes payments to the CBP on behalf of Hollander Sleep, Hollander Hope Fashions Holdings, LLC ("Hollander Hope") is required to indemnify and pay Argonaut for all such payments, plus costs, attorneys' fees

'ILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020

and interest. A true and accurate copy of the Indemnity Agreement requiring Hollander Hope to make such payments to Argonaut is attached as **Exhibit D**.

- 11. As of July 25, 2019, the CBP has made demands for liquidated damages in the amount of Thirty-Eight Thousand, Nine Hundred and Forty-Seven Dollars and 65/100 (\$38,947.65), which has been mitigated to Four Hundred and Forty-Eight Dollars and 86/100 (\$448.86). Argonaut will be obligated to and will pay this amount on behalf of Hollander Sleep. As a result, this amount is due and owing from Hollander Sleep, Dream II and Hollander Hope to Argonaut pursuant to the terms of the Indemnity Agreements.
- 12. In addition to the demands received to date, there may be additional entries and/or other obligations owed by Hollander Sleep to the CBP and covered by the Bonds that are not known or certain at this time. Argonaut's total potential and contingent liability under the Bonds is Seven Million and Eight Hundred Thousand Dollars (\$7,800,000.00). In the event that any payments are made by Argonaut to the CBP under the Bonds, Hollander Sleep, Dream II and Hollander Hope are required to indemnify and pay Argonaut for all such payments, plus costs, attorneys' fees and interest.
  - 13. No judgment has been rendered on this claim.
  - 14. This claim is not subject to any setoff or counterclaim.
  - 15. No security interest is held for this claim.
- 16. The amount of all payments on this claim, if any, has been credited and deducted for the purpose of making this Proof of Claim.
- 17. This claim may be, in whole or part, a priority claim pursuant to section 503 and/or 507 of Title 11 of the United States Bankruptcy Code, depending on the events which give rise to claims under the Bond.

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020

NYSCEF DOC. NO. 7 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 8 0155 RECEIVED NYSCEF: 11/04/2020

18. Argonaut reserves the right to amend this Proof of Claim from time to time

to the extent that there is any further liquidation of this claim, and for any other lawful

or permitted purpose.

19. The filing of this Proof of Claim is not intended as, and shall not be

construed as, (i) an admission of liability or waiver of any defense by Argonaut with

respect to the Bonds or Indemnity Agreements; (ii) a waiver or release by Argonaut of

any right of exoneration and/or other right it may have against Hollander Sleep, Dream

II and/or Hollander Hope; and/or (iii) a waiver or release by Argonaut of its right to be

subrogated to the rights of any party pursuant to the terms of the Bonds and/or applicable

law.

20. All notices and communications regarding this Proof of Claim shall be

addressed to the Law Office of Michael W. Starr, 1 Mill Ridge Lane, Suite 206, Chester,

New Jersey 07930.

/s/ Christopher C. Flagg

DATED: July 26, 2019

Christopher C. Flagg, Attorney-in Fact for

Argonaut Insurance Company

4

**EXHIBIT A** 

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 7 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 10 of 55 NYSCEF: 11/04/2020 INDEX NO. 656014/2020

### **DEPARTMENT OF HOMELAND SECURITY** U.S. Customs and Border Protection

#### **CUSTOMS BOND**

19 CFR Part 113

OMB No. 1651-0050 Exp. 03/31/2014

	BOND NUMBER (Assigned by CBP)	
USE ONLY	9914L2864	
		-

Broker	r Filer Code: 1	AX8		Sur	ety Reference N	Number:	003/SU	R 88		
In order to secure payment of any duty, tax or charge and compliance with law or regulation as a covered by any condition referenced below, we, the below name principal(s) and surety(ies), bind						n as a resul	t of activity	Execution Date		
United S	d States in the amount or amounts, as set forth below.  TION I – Select Single Transaction OR Continuous Bond (not both) and fill in the applicable blank spaces.							05/29/2014		
-										
SING	GLE NSACTION	Identification of seizure numbe		secu	ared by this bon	nd (e.g., en	itry number,	Transaction	n Date	Port Code
BON			XXXXXXXX		XXXXXXXXXX				CCCCCCC	:
E CON	NTINUOUS ND	06/17/2014	i amounts ili	sted	ains in force for or until termina below for liabil yed within the p	lities that a	iccrue in each j	period. The i	ntention to te	each succeeding h period in the rminate this bond ions.
SECTIO	N II - This be	ond includes the	following ag	reen	nents. <u>Check or</u>	ne box onl	y. (Except 3a n	nay be check	ed independ	ently or with 3.)
Activity Code	Activity Na	ame and CBP Regich conditions codif	ulations	1	imit of Liability	Activity Code	Activity Nam	ne and CBP R	egulations	Limit of Liability
1	Importer or bro	oker	§113,62	хэ	CXXXXXXXX	8	Detention of Co		§113.70	XXXXXXXXX
⊠ 1a		yments Refunds		c	50,000.00	9		Transaction (	Only-	XXXXXXXXX
2	Custodian of Bonded Merchandise §113.63 (Includes bonded carriers, freight forwarders, cartmen and lightermen, all classes of warehouse, container station operators)  -Continuous Bond Only-		XX	OXXXXXXXX	10	Court Costs for Condemned Goods§113.72		XXXXXXXXXXXX		
3					XXXXXXXXXXX 11 A		Airport Security			XXXXXXXXXXX
3a	Instruments of -Co	f International Traff Intinuous Bond Onl	ic §113.66 ly-	ж			International Trade Commission (ITC) Exclusion Bond			XXXXXXXXXX
<b>4</b>	Foreign Trade -Co	Zone	§113.73				In-Bond Export			XXXXXXXXXX
5	Public Gauger	**********	§113.67	XX	XXXXXXXXXX 15 Intellectual Property Rights (IPR)			PR)	XXXXXXXXXX	
6	Labeling Acts	oducts Importation gle Transaction On		ж	XXXXXXXX	16	Importer Security Filing (ISF)Part 113 App D			XXXXXXXXXXXX
□7		gle Transaction On		XX	XXXXXXXX	17	Marine Termina -Continuous Bo			XXXXXXXXXXX
PRINCI	PAL						u agree that yo		AFFIX SEA	AL <u>or</u> Check Box
		lress (including leg	gal description		CBP Identifica					
	f incorporation)	Products, L	***		27-	0.0			,	
	ongress Av		1110		Signature 1			-	:	
Suite 3	-				And	70				
Boca Ra	aton, FL 3	3487			10000		Viral Gandhi		TVI Charles	
	(FL Corporation) Vice President of Finance X Check Box									
	Principal and surety agree that any charge against the bond under any of the listed names is as Mailing Address Requested by the Surety									
	nough it was made by the principal(s). Principal and surety agree that they are bound to the arme extent as if they executed a separate bond covering each set of conditions incorporated 6 Mill Ridge Lane									
	y reference to the CBP regulations into this bond. If the surety fails to appoint an agent under Chester, NJ 07930									
Title 31, U	tle 31, United States Code, Section 9306, surety consents to service on the Clerk of any									
	nited States District Court or the U.S. Court of International Trade, where suit is brought on his bond. That clerk is to send notice of the service to the surety at: ▶									
/		send notice of the	ne service to	the	surety at: ▶					
SURET							14			
Name and	Physical Addr	ress (including leg	al description		Surety Number	er	Agent ID Num	per	SURAN	

and state of incorporation) Argonaut Insurance Company 110 Signature 225 West Washington 6th Floor Chicago, IL 60606 Kevin J. Daily, Atty-in-Fact (IL Corporation)

Broker Filer Code: WY8 Surety Reference Number: 040516002/SUR Principal Name: Hollander Sleep Products, CBP Identification Number: 27-AFFIX SEAL or Check Box By checking the box you agree that you have a seal in accordance with 19 CFR 113.25 CO-PRINCIPAL Name and Physical Address (including legal description and state of incorporation) **CBP** Identification Number: N/A Signature N/A N/A N/A Check Box SECTION III - List below the complete name of all trade names or unincorporated divisions that will be permitted to obligate this bond in the principal's name including their CBP Identification Number(s). **CBP** Identification Number Name **CBP** Identification Number Name N/A N/A N/A N/A Total Number of Importer Names listed in Section III: 00 CO-SURETY Agent ID Number Surety Number Name and Physical Address (including legal description and state of incorporation) N/A N/A Signature N/A N/A N/A Check Box Page 2 of 2 CBP Form 301 (06/11)

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 7 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 11 of 55 NYSCEF: 11/04/2020

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 7 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 12 of 55 NYSCEF: 11/04/2020 INDEX NO. 656014/2020

### DEPARTMENT OF HOMELAND SECURITY U.S. Customs and Border Protection

### **CUSTOMS BOND**

19 CFR Part 113

6th Floor

Chicago, IL 60606

(IL Corporation)

OMB No. 1651-0050 Exp. 03/31/2014

CBP USE ONLY

9914L2875

BOND NUMBER (Assigned by CBP)

-										
Broker	r Filer Code:	MA8		Sur	ety Reference I	Number:	140535002 /SU	R0017887		
covered	by any cond	yment of any du dition referenced mount or amount	below, we,	the	below name pr	nce with la rincipal(s)	aw or regulation and surety(ies)	as a resul , bind ourse	t of activity elves to the	Execution Date 05/29/2014
SECTIO	ON I - Select	Single Transaction	on OR Conti	nuou	s Bond (not bo	th) and fill	in the applicabl	e blank spa	ces.	
SING TRA BON	NSACTION	Identification of seizure numbe	r, etc.)					Transactio	n Date	Port Code
⊠ CON BON	NTINUOUS ND	Effective Date 06/17/2014	annual per amounts lis	riod, sted	or until termina below for liabil	ted. This blities that a	ond constitutes	a separate eriod. The i	bond for each	minate this bond
SECTIO	ON II - This b	ond includes the	following ag	reen	ents. Check or	ne box onl	y. (Except 3a m	ay be check	ed independ	ently or with 3.)
Activity Code	Activity N	ame and CBP Regi ich conditions codit	ulations		mit of Liability	Activity Code	Activity Nam	e and CBP R	egulations	Limit of Liability
⊠ 1	Importer or br	oker	§113.62	1	900,000.00	8	Detention of Co		§113.70	xxxxxxxxx
1a	Drawback Pa	yments Refunds	§113.65	XX	xxxxxxxx	□ 9	Neutrality	Transaction (		xxxxxxxxx
_ 2	Custodian of Bonded Merchandise §113.63 (Includes bonded carriers, freight forwarders, cartmen and lightermen, all classes of warehouse, container station operators)		XX	xxxxxxxx	10	Court Costs for		§113.72	xxxxxxxxx	
<u>3</u>	-Continuous Bond Only- International Carrier§113.64			xx	xxxxxxxx	FT Almost Consults Board Doct 142 Ann A				xxxxxxxxxx
☐ 3a		f International Traff		xxxxxxxxx		12		International Trade Commission (ITC) Exclusion BondPart 113 App B		xxxxxxxxxx
_ 4	Foreign Trade Zone§113.73			xxxxxxxxxx		□ 14	In-Bond Export	Bond Export nsolidation Bond		xxxxxxxxx
5	Public Gauge	г	§113.67	XX	XXXXXXXXXX 15 Intellectual Property Rights (IPR)		IPR)	XXXXXXXXXX		
6	Labeling Acts	roductsImportation gle Transaction On		xx	xxxxxxxx	<u> </u>	Importer Securi	ty Filing (ISF) Part 113 App D		xxxxxxxxx
7		gle Transaction On		XX	xxxxxxxx	17	Marine Termina -Continuous Bo		Committee Commit	xxxxxxxxx
PRINCI	PAL		THE STATE OF THE S	nition (see	By checking to seal in accord	the box yo	u agree that yo	u have a	AFFIX SEA	L or Check Box
Molland Soll Co Suite 3 Boca Ra (FL Cor rincipal a	fincorporation) der Sleep ongress Av 300 aton, FL 3 rporation) nd surety agre	Products, I venue 33487 ee that any charg	LC e against the	e bor	Signature	the listed	Viral Gandhi Vice President	of Finance	X Check I	Box led by the Surety
ough it vame extend reference the 31, United State	was made by nt as if they e be to the CBP Inited States tes District Co That clerk is to	the principal(s). executed a separaregulations into Code, Section 9 ourt or the U.S. (o send notice of the control of the cont	Principal and ate bond cou this bond. If 306, surety Court of Inte	verin the s cons	rety agree that g each set of o surety fails to a sents to service onal Trade, wh	they are conditions appoint an e on the	bound to the incorporated agent under Clerk of any	6 Mill F	ridge Lan NJ 0793	е
nd state of	incorporation)	ress (including leg	al description		Surety Number	er	Agent ID Num	ber 06	A GRORA CH	\
_	Insurance Co Washington	mpany			Signature			00	SEAL	

Kevin J. Daily, Atty-in-Fact

Broker Filer Code: WY8 Surety Reference Number: 14 52 500 /SUR 00178 7 Principal Name: Hollander Sleep Products, CBP Identification Number: 27-AFFIX SEAL Or Check Box By checking the box you agree that you have a seal in accordance with 19 CFR 113.25 CO-PRINCIPAL Name and Physical Address (including legal description **CBP** Identification Number: and state of incorporation) N/A Signature N/A N/A N/A Check Box SECTION III - List below the complete name of all trade names or unincorporated divisions that will be permitted to obligate this bond in the principal's name including their CBP Identification Number(s). **CBP Identification Number** Name **CBP** Identification Number Name N/A N/A N/A N/A 00 Total Number of Importer Names listed in Section III: CO-SURETY Surety Number Agent ID Number Name and Physical Address (including legal description and state of incorporation) N/A N/A Signature N/A N/A N/A Check Box Page 2 of 2 CBP Form 301 (06/11)

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 7 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 13 of 55 NYSCEF: 11/04/2020

INDEX NO. 656014/2020

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 7 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 14 of 55 NYSCEF: 11/04/2020

**EXHIBIT B** 

INDEX NO. 656014/2020 PM COUNTY CLERK 11/04

Document 1-2

INDEMNITY TO:

AMERICAN CASUALTY CO. OF READING, PA ASPEN AMERICAN INSURANCE COMPANY CONTINENTAL CASUALTY COMPANY PHILADELPHIA INDEMNITY INSURANCE CO. TRAVELERS CASUALTY AND SURETY COMPANY SELECTIVE DATE OF TRANSPORT CLOSE AND A RESE

ARGONAUT INSURANCE COMPANY ATLANTIC SPECIALTY INSURANCE COMPANY FEDERAL INSURANCE COMPANY RLI INSURANCE COMPANY WESTCHESTER FIRE INSURANCE COMPANY

Ву	Holland	ler Sleep Products, LLC	A	Address	6501 Congress Avenue, Suite 300	
					Boca Raton, FL 33487	
on b	ehalf of	Hollander Sleep Products, LLC	_, A	9	6501 Congress Avenue, Suite 300 Boca Raton, FL 33487	-

its subsidiaries and affiliates, as principal, for any Bond in favor of THE UNITED STATES OF AMERICA as Obligee.

Each undersigned person, firm and corporation, jointly and severally (also called "Indemnitor") in consideration of the execution by any of the above-captioned sureties, (called "Company") of a bond, or the continuation of any previously executed bond, of the substitution or renewal on any and all bonds, in which the Obligee is THE UNITED STATES OF AMERICA and other claimants, does undertake and agree:

- 1. To pay or cause to be paid to Company the agreed premium and/or collateral security for its suretyship until the undersigned shall furnish to Company competent written evidence, satisfactory to Company, of the termination of any bond as to future liability, but with privilege to Company, at any time, to withdraw from future liability under any bond if it so elects, in which event Company's only liability to the undersigned shall be for the pro rata unearned portion of the premium paid in accordance with law. The Indemnitor expressly waives any right, if any, to interest which may be earned on collateral security and further consents that the collateral security provided in consideration of suretyship may be held by the Company or the Company's representative, in any bank as the Company or Company's representative, as in its sole discretion, deems advisable and prudent.
- 2. To indemnify and save harmless Company from and against any and all liability, claim, demand, loss, damage, expense, cost, attorney's fees and expenses, included without limitation, fees and disbursements of counsel incurred by the Company in any action or proceeding between the indemnitor and the Company, or between the Company and any third party, which Company shall at any time incur by reason of its execution of any bond or its payment of or its liability to pay any claim, irrespective of whether the claim is made against the Company as a joint or several obligor and whether the indemnitor is then liable to make such payment, and to place the Company in funds to meet all its liability under any bond, promptly upon request and before Company may be required to make any payment thereunder; and copy of the claim, demand, voucher or other evidence of the payment by the Company of any liability, claim, demand, loss, damage, expense, cost and attorney's fees, shall be prima facie evidence of the fact and amount of Indemnitor's liability to Company under this agreement. Any demand upon the Company by the Obligee shall be sufficient to conclude that a liability exists and the Indemnitor shall then place the Company with sufficient funds in a form and amount deemed acceptable in the Company's sole discretion, as collateral security to cover the liability.

The Company may make or consent to any modification in any bond and may execute renewals or substitute obligation in any instrument, contract or agreement concerned, without notice to any Indemnitor (notice being expressly waived) and, in such case, each Indemnitor shall be liable to the Company as fully and to the same extent that the Company shall be liable under such modified bond or renewal or substitute obligation, in lieu thereof.

Each Indemnitor and the heirs, legal representatives, successors and assigns of each Indemnitor are, jointly and severally, bound by the provisions of this agreement, and the liability of each Indemnitor shall not be dependent upon the execution of this agreement or any instrument referred to by any other Indemnitor, and that if the Company procures any co-surety or reinsurance or other surety on said bond or bonds this agreement shall be deemed extended to and for the benefit of the co-surety, reinsuring company or other surety.

It is mutually agreed that this contract is deemed made in the State of New York, regardless of the order in which the signatures of the parties shall have been affixed and shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of New York. In consideration for the surety being so bound, the Indemnitor agrees that all actions or proceedings arising directly or indirectly from this agreement shall be litigated only in courts having situs within the State of New York, and consents to the personal jurisdiction and venue of any local, state or Federal Court located therein.

Signed and Sealed this	2	day of	20 14
	WITNESS	SIGNATURE(S) OF INDE Hollander Sleep Products, LLQ	Seal Seal
		Viral Gandhi Vice President of Finance	(L.S.) (L.S.)
(This form is to be not	Commiss Expires:	na Fisher ion # EE118756 ×	her 5/21/14

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 7 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 16 of 55 NYSCEF: 11/04/2020

## **EXHIBIT C**

ILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 OCCUPANT OF STATE OF ST

INDEMNITY TO:

AMERICAN CASUALTY CO. OF READING, PA
ATLANTIC SPECIALTY INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE CO
NATIONALWIDE MUTUAL INS. CO.
RLI INSURANCE COMPANY
WESTCHESTER FIRE INSURANCE COMPANY

ARGONAUT INSURANCE COMPANY
FEDERAL INSURANCE COMPANY
NATIONAL CASUALTY COMPANY
PHILADELPHIA INDEMNITY INSURANCE CO.
TRAVELERS CASUALTY AND SURETY COMPANY
WESTERN SURETY COMPANY

By Dream	II Holdings, LLC	. Address	6501 CONGRESS AVE, # 300, BOCA RATON 33487 F
on behalf of	Dream II Holdings, LLC	, Address	8 6501 CONGRESS AVE, # 300, BOCA RATON 33487 F

its subsidiaries and affiliates, as principal, for any Bond in favor of THE UNITED STATES OF AMERICA as Obligee.

Each undersigned person, firm and corporation, jointly and severally (also called "Indemnitor") in consideration of the execution by any of the above-captioned sureties, (called "Company") of a bond, or the continuation of any previously executed bond, of the substitution or renewal on any and all bonds, in which the Obligee is THE UNITED STATES OF AMERICA and other claimants, does undertake and agree:

- 1. To pay or cause to be paid to Company the agreed premium and/or collateral security for its suretyship until the undersigned shall furnish to Company competent written evidence, satisfactory to Company, of the termination of any bond as to future liability, but with privilege to Company, at any time, to withdraw from future liability under any bond if it so elects, in which event Company's only liability to the undersigned shall be for the pro rata unearned portion of the premium paid in accordance with law. The Indemnitor expressly waives any right, if any, to interest which may be earned on collateral security and further consents that the collateral security provided in consideration of suretyship may be held by the Company or the Company's representative, in any bank as the Company or Company's representative, as in its sole discretion, deems advisable and prudent.
- 2. To indemnify and save harmless Company from and against any and all liability, claim, demand, loss, damage, expense, cost, attorney's fees and expenses, included without limitation, fees and disbursements of counsel incurred by the Company in any action or proceeding between the indemnitor and the Company, or between the Company and any third party, which Company shall at any time incur by reason of its execution of any bond or its payment of or its liability to pay any claim, irrespective of whether the claim is made against the Company as a joint or several obligor and whether the indemnitor is then liable to make such payment, and to place the Company in funds to meet all its liability under any bond, promptly upon request and before Company may be required to make any payment thereunder; and copy of the claim, demand, voucher or other evidence of the payment by the Company of any liability, claim, demand, loss, damage, expense, cost and attorney's fees, shall be prima facie evidence of the fact and amount of Indemnitor's liability to Company under this agreement. Any demand upon the Company by the Obligee shall be sufficient to conclude that a liability exists and the Indemnitor shall then place the Company with sufficient funds in a form and amount deemed acceptable in the Company's sole discretion, as collateral security to cover the liability.

The Company may make or consent to any modification in any bond and may execute renewals or substitute obligation in any instrument, contract or agreement concerned, without notice to any Indemnitor (notice being expressly waived) and, in such case, each Indemnitor shall be liable to the Company as fully and to the same extent that the Company shall be liable under such modified bond or renewal or substitute obligation, in lieu thereof.

Each Indemnitor and the heirs, legal representatives, successors and assigns of each Indemnitor are, jointly and severally, bound by the provisions of this agreement, and the liability of each Indemnitor shall not be dependent upon the execution of this agreement or any instrument referred to by any other Indemnitor, and that if the Company procures any co-surety or reinsurance or other surety on said bond or bonds this agreement shall be deemed extended to and for the benefit of the co-surety, reinsuring company or other surety.

It is mutually agreed that this contract is deemed made in the State of New York, regardless of the order in which the signatures of the parties shall have been affixed and shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of New York. In consideration for the surety being so bound, the Indemnitor agrees that all actions or proceedings arising directly or indirectly from this agreement shall be litigated only in courts having situs within the State of New York, and consents to the personal jurisdiction and venue of any local, state or Federal Court located therein.

,	1 -1.11.	and the same
Signed and Sealed this	day of 000 20 1	2
WITNESS	SIGNATURE OF INDEMNITOR	
(This farm is to be notarized or signed by two witnesses)	Dream II Holdings, LLC	
Signature:	Signature: JAM	Affix
Name: 1816 - 19her	Name: JAMES ALLEN	Corp Seal
Signature:	Corporate Title: CFO	201
Name: NOTARY PUBLIC-STATE OF FLORIDA	140	516002

Commission # EE118756
Expires: AUG. 19, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 7 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 18 of 55 NYSCEF: 11/04/2020

**EXHIBIT D** 

INDEX NO. 656014/2020 RK 11/04/2020 Document 1-2 Filed COUNTY CLERK PM

Filed 12/10/20

INDEMNITY TO:

AMERICAN CASUALTY CO. OF READING, PA ASPEN AMERICAN INSURANCE COMPANY CONTINENTAL CASUALTY COMPANY PHILADELPHIA INDEMNITY INSURANCE CO. TRAVELERS CASUALTY AND SURETY COMPANY

1:20-CV-10434

ARGONAUT INSURANCE COMPANY ATLANTIC SPECIALTY INSURANCE COMPANY FEDERAL INSURANCE COMPANY RLI INSURANCE COMPANY WESTCHESTER FIRE INSURANCE COMPANY

By Hollander Home Fashions Holdings, LLC	 Address	6501 Congress Avenue, Suite 300	
		Boca Raton, FL 33487	
n behalf of Hollander Sleep Products, LLC	 Address	6501m Congress Avenue, Suite 300	
		Boca Raton, FL 33487	

its subsidiaries and affiliates, as principal, for any Bond in favor of THE UNITED STATES OF AMERICA as Obligee,

Each undersigned person, firm and corporation, jointly and severally (also called "Indemnitor") in consideration of the execution by any of the above-captioned sureties, (called "Company") of a bond, or the continuation of any previously executed bond, of the substitution or renewal on any and all bonds, in which the Obligee is THE UNITED STATES OF AMERICA and other claimants, does undertake and agree:

- 1. To pay or cause to be paid to Company the agreed premium and/or collateral security for its suretyship until the undersigned shall furnish to Company competent written evidence, satisfactory to Company, of the termination of any bond as to future liability, but with privilege to Company, at any time, to withdraw from future liability under any bond if it so elects, in which event Company's only liability to the undersigned shall be for the pro rata unearned portion of the premium paid in accordance with law. The Indemnitor expressly waives any right, if any, to interest which may be earned on collateral security and further consents that the collateral security provided in consideration of suretyship may be held by the Company or the Company's representative, in any bank as the Company or Company's representative, as in its sole discretion, deems advisable and prudent.
- 2. To indemnify and save harmless Company from and against any and all liability, claim, demand, loss, damage, expense, cost, attorney's fees and expenses, included without limitation, fees and disbursements of counsel incurred by the Company in any action or proceeding between the indemnitor and the Company, or between the Company and any third party, which Company shall at any time incur by reason of its execution of any bond or its payment of or its liability to pay any claim, irrespective of whether the claim is made against the Company as a joint or several obligor and whether the indemnitor is then liable to make such payment, and to place the Company in funds to meet all its liability under any bond, promptly upon request and before Company may be required to make any payment thereunder; and copy of the claim, demand, voucher or other evidence of the payment by the Company of any liability, claim, demand, loss, damage, expense, cost and attorney's fees, shall be prima facie evidence of the fact and amount of Indemnitor's liability to Company under this agreement. Any demand upon the Company by the Obligee shall be sufficient to conclude that a liability exists and the Indemnitor shall then place the Company with sufficient funds in a form and amount deemed acceptable in the Company's sole discretion, as collateral security to cover the liability.

The Company may make or consent to any modification in any bond and may execute renewals or substitute obligation in any instrument, contract or agreement concerned, without notice to any Indemnitor (notice being expressly waived) and, in such case, each Indemnitor shall be liable to the Company as fully and to the same extent that the Company shall be liable under such modified bond or renewal or substitute obligation, in lieu thereof.

Each Indemnitor and the heirs, legal representatives, successors and assigns of each Indemnitor are, jointly and severally, bound by the provisions of this agreement, and the liability of each Indemnitor shall not be dependent upon the execution of this agreement or any instrument referred to by any other Indemnitor, and that if the Company procures any co-surety or reinsurance or other surety on said bond or bonds this agreement shall be deemed extended to and for the benefit of the co-surety, reinsuring company or other surety.

It is mutually agreed that this contract is deemed made in the State of New York, regardless of the order in which the signatures of the parties shall have been affixed and shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of New York. In consideration for the surety being so bound, the Indenmitor agrees that all actions or proceedings arising directly or indirectly from this agreement shall be litigated only in courts having situs within the State of New York, and consents to the personal jurisdiction and venue of any local, state or Federal Court located therein.

Signed and Sealed this	21 day of	Nan	20 14
WITNESS	SI Hollander	GNATURE(S) OF INDEM Home Fashions Holding	Affix INITOR(S) Corp STALC Seal
		AMARAN	(L.S.) Gandhi (L.S.)
	OPEN OF ST OFFIDA		President of Finance (L.S.)
(This form is to be notarized or signed by tw	Dena Fisher  Commission # EE118756  Expires: AUG. 19, 2015  sonoed thru atlantic bonding co., inc.	0. 6.	her 5/21/14

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSSEE 1:20-CV-10434 DOCUMENT 1-2 Filed 12/10/20 Page 20 of 55 NYSCEF: 11/04/2020 Page 20 of 55 NYSCEF: 11/04/2020

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

Case Number: 19-11607

### **FILED**

Claim No. 22

July 26, 2019

By Omni Claims Agent

For U.S. Bankruptcy Court Southern District of New York

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Carefully read instructions included with this Proof of Claim before completing.

	Part 1: Identify the Claim						
1.	Who is the current creditor?	Argonaut Insurance Company  Name of the current creditor (the person or entity to be paid for this claim)					
		Other names the creditor used with the	ne debtor				
2.	Has this claim been acquired from someone else?	X No Yes From whom?					
3.	Where should notices and payments to the creditor be	Where should notices to the creditor be sent? Where should payments to the creditor be sent? different)					
	sent?	Law Office of Michael W. Starr, LLC					
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	1 Mill Ridge Lane					
		Suite 206					
		Chester, NJ 07930					
		Contact Phone 9088882513		Contact Phone			
		Contact email mstarr@michae	lstarrlaw.com	Contact email			
		Uniform claim identifier for electronic payments in chapter 13 (if you use one)					
4.	Does this claim amend one already filed?	X No Yes Claim Number on cou	ırt claims registry (if knov	wn) Filed On MM / DD / YYYY			
5.	Do you know if anyone else has filed a proof of claim for this claim?	X No ☐ Yes Who made the earlier fi	iling?				

Official Form 410 Proof of Claim

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NO. 656014/2020 Page 21 of 55 NYSCEF: 11/04/2020

Part 2: Give Information About the Claim as of the Date the Case Was Filed 6. Do you have any number you X No use to identify the debtor? Yes Last 4 digits of the debtor's account or any number you use to identify the debtor: \$7,800,000.00 7. How much is the claim? Does this amount include interest or other charges? Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. 8. What is the basis of the claim? Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information Claimant was surety on U.S. Customs Bond 9. Is all or part of the claim secured? Yes The claim is secured by a lien on property Nature of property: Real Estate If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim Motor Vehicle Other Describe: Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded. Value of Property: \$\_\_\_\_\_ Amount of the claim that is secured: (The sum of the secured and Amount of the claim that is unsecured: unsecured amounts should match the amount in line 7). Amount necessary to cure any default as of the date of the petition: Annual Interest Rate: (when case was filed) X Fixed Variable X No 10, Is this claim based on a lease? Yes Amount necessary to cure any default as of the date of the petition. X No 11. Is this claim subject to a right of setoff? Yes Identify the property: 12. Is this claim for the value  $\overline{X}$  No Yes of goods received by the Amount of 503(b)(9) Claim: \$ debtor within 20 days before the commencement date of this case (11 U.S.C. § 503(b)(9)).?

'ILED: NEW YOR	K COUNTY		02:19 PM	INDEX NO. 656014/20				
YSCEF DOC. NO. 8	Lase 1:20-cv-1	0434 Document 1-2 F	ied 12/10/20 Page 2	22 of 55 CEIVED NYSCEF: 11/04/20				
13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	☐ No  X Yes Check	all that apply		Amount entitled to priority				
A claim may be partly		upport obligations (including alimony 507(a)(1)(A) or (a)(1)(B).	and child support) under	\$				
priority and partly nonpriority. For example, in some categories, the		Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).						
law limits the amount entitled to priority.	bankruptcy	Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).						
	Taxes or po	enalties owed to governmental units.	1 U.S.C. § 507(a)(8).	\$				
	Contributio	ns to an employee benefit plan 11 U.S	S.C. § 507(a)(5).	\$				
	X Other. Spe	cify subsection of 11 U.S.C. § 507(a)	() that applies.	\$				
	* Amounts are	subject to adjustment on 4/01/22 and ever	$^{\prime}$ 3 years after that for cases begun c	on or after the date of adjustment.				
Part 3: Sign Below	v							
The person completing	Check the approp	riate box:						
this proof of claim must sign and date it.	I am the credit	or.						
FRBP 9011(b).	X I am the credit	or's attorney or authorized agent.						
` ,	I am the truste	e, or the debtor, or their authorized ag	ent. Bankruptcy Rule 3004.					
f you file this claim electronically, FRBP	☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.							
5005(a)(2) authorizes courts to establish local	Lunderstand that an authorized signature on this. Proof of Claim, convey as an asknowledgment that when adjoulating the							
rules specifying what a signature is.	I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowlegment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.							
	I have examined	he information in this Proof of Claim	and have a reasonable belief th	at the information is true				
A person who files a fraudulent claim could be	and correct.							
fined up to \$500,000, imprisoned for up to 5	I declare under penalty of perjury that the foregoing is true and correct.							
years, or both. 18 U.S.C. §§ 152, 157, and	Executed on date 7/26/2019							
3571.		MM / DD / YYYY						
	Christopher C. Fl	agg						
	Signature							
	Print the name of the person who is completing and signing this claim:							
	Name	Christopher C. Flagg						
		First Name Mic	dle Name Last I	Name				
	Title	Attorney-in-Fact for Argonaut Insur	ance Company					
	Company							
	- 1 /	Identify the corporate servicer as the cor	npany if the authorized agent is a se	rvicer.				
		6 Mill Ridge Lane						
	Address							
		Chester, NJ 07930						
		0000000540	chrisflac	gg@cashea.com				
	Contact Phone	9088882513	Email	- <del>-</del>				

Official Form 410 Proof of Claim

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 23 of 55 Type CEE. 11/04/2020

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Chapter 11

In re:

Case No. 19-11608

HOLLANDER SLEEP PRODUCTS, LLC, et al.,

(Hollander Sleep Products, LLC)

....,

Case No 19-11607

Debtors.

(Dream II Holdings, LLC)

Case No. 19-11609

(Hollander Home Fashions Holdings, LLC)

# ATTACHMENT TO PROOF OF CLAIM ON BEHALF OF ARGONAUT INSURANCE COMPANY

- 1. Prior to the commencement of the above-captioned Chapter 11 case, Argonaut Insurance Company ("Argonaut") issued U.S. Customs Bond Nos. 9914L2864 and 9914L2875 (together, the "Bonds") to Debtor Hollander Sleep Products, LLC ("Hollander Sleep"). True and accurate copies of the Bonds are attached as **Exhibit A**.
- 2. In the event that Hollander Sleep fails to make payments to U.S. Customs and Border Protection ("CBP") covered by the Bonds, Argonaut is required to make such payments on behalf of Hollander Sleep to the CBP subject to the terms of the Bonds.
- 3. The Bonds were initially issued on June 17, 2014 and renewed annually for one-year periods thereafter through June 16, 2018.
  - 4. The Bonds were terminated on June 16, 2018.
- 5. Bond No. 9914L2864 requires Argonaut to pay up to Fifty Thousand Dollars (\$50,000.00) that may become due subject to the terms of the Bond in any one-year period. Argonaut's potential and future liability under Bond No. 9914L2864 is

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 OCIDENTAL PROPERTY DOCUMENT 1-2 Filed 12/10/20 Page 24.0f.55

cumulative so that its total potential and future liability is Fifty Thousand Dollars (\$50,000.00) multiplied by the number of years that Bond 9914L2864 was in effect.

- 6. Bond No. 9914L2875 requires Argonaut to pay up to One Million and Nine Hundred Thousand Dollars (\$1,900,000.00) that may become due subject to the terms of the Bond in any one-year period. Argonaut's potential and future liability under Bond No. 9914L2875 is cumulative so that its total potential and future liability is One Million and Nine Hundred Thousand Dollars (\$1,900,000.00) multiplied by the number of years that Bond No. 9914L2875 was in effect.
- 7. Argonaut's total potential and future liability under the Bonds is Seven Million and Eight Hundred Thousand Dollars (\$7,800,000.00).
- 8. In the event that Argonaut makes payments to the CBP on behalf of Hollander Sleep, Hollander Sleep is required to indemnify and pay Argonaut for all such payments, plus costs, attorneys' fees and interest. A true and accurate copy of the Indemnity Agreement requiring Hollander Sleep to make such payments to Argonaut is attached as **Exhibit B**.
- 9. In the event that Argonaut makes payments to the CBP on behalf of Hollander Sleep, Dream II Holdings, LLC ("Dream II") is required to indemnify and pay Argonaut for all such payments, plus costs, attorneys' fees and interest. A true and accurate copy of the Indemnity Agreement requiring Dream II to make such payments to Argonaut is attached as **Exhibit C**.
- 10. In the event that Argonaut makes payments to the CBP on behalf of Hollander Sleep, Hollander Hope Fashions Holdings, LLC ("Hollander Hope") is required to indemnify and pay Argonaut for all such payments, plus costs, attorneys' fees

'ILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020

and interest. A true and accurate copy of the Indemnity Agreement requiring Hollander Hope to make such payments to Argonaut is attached as **Exhibit D**.

- 11. As of July 25, 2019, the CBP has made demands for liquidated damages in the amount of Thirty-Eight Thousand, Nine Hundred and Forty-Seven Dollars and 65/100 (\$38,947.65), which has been mitigated to Four Hundred and Forty-Eight Dollars and 86/100 (\$448.86). Argonaut will be obligated to and will pay this amount on behalf of Hollander Sleep. As a result, this amount is due and owing from Hollander Sleep, Dream II and Hollander Hope to Argonaut pursuant to the terms of the Indemnity Agreements.
- 12. In addition to the demands received to date, there may be additional entries and/or other obligations owed by Hollander Sleep to the CBP and covered by the Bonds that are not known or certain at this time. Argonaut's total potential and contingent liability under the Bonds is Seven Million and Eight Hundred Thousand Dollars (\$7,800,000.00). In the event that any payments are made by Argonaut to the CBP under the Bonds, Hollander Sleep, Dream II and Hollander Hope are required to indemnify and pay Argonaut for all such payments, plus costs, attorneys' fees and interest.
  - 13. No judgment has been rendered on this claim.
  - 14. This claim is not subject to any setoff or counterclaim.
  - 15. No security interest is held for this claim.
- 16. The amount of all payments on this claim, if any, has been credited and deducted for the purpose of making this Proof of Claim.
- 17. This claim may be, in whole or part, a priority claim pursuant to section 503 and/or 507 of Title 11 of the United States Bankruptcy Code, depending on the events which give rise to claims under the Bond.

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020

NYSCEF DOC. NO. 8 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 25 0155 NYSCEF: 11/04/2020

18. Argonaut reserves the right to amend this Proof of Claim from time to time

to the extent that there is any further liquidation of this claim, and for any other lawful

or permitted purpose.

19. The filing of this Proof of Claim is not intended as, and shall not be

construed as, (i) an admission of liability or waiver of any defense by Argonaut with

respect to the Bonds or Indemnity Agreements; (ii) a waiver or release by Argonaut of

any right of exoneration and/or other right it may have against Hollander Sleep, Dream

II and/or Hollander Hope; and/or (iii) a waiver or release by Argonaut of its right to be

subrogated to the rights of any party pursuant to the terms of the Bonds and/or applicable

law.

20. All notices and communications regarding this Proof of Claim shall be

addressed to the Law Office of Michael W. Starr, 1 Mill Ridge Lane, Suite 206, Chester,

New Jersey 07930.

/s/ Christopher C. Flagg

DATED: July 26, 2019

Christopher C. Flagg, Attorney-in Fact for

Argonaut Insurance Company

4

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 8 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 27 of 55 NYSCEF: 11/04/2020

**EXHIBIT A** 

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 8 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 28 of 55 NYSCEF: 11/04/2020 INDEX NO. 656014/2020

### **DEPARTMENT OF HOMELAND SECURITY** U.S. Customs and Border Protection

#### **CUSTOMS BOND**

19 CFR Part 113

OMB No. 1651-0050 Exp. 03/31/2014

	BOND NUMBER (Assigned by CBP)	_
CBP USE ONLY	9914L2864	
		-

Broker	Filer Code: 1	WY8		Sure	ety Reference N	Number:	003/SU	R 88		
In order	to secure pa	yment of any du	ty, tax or ch	narge	and complian	nce with Is	w or regulation	n as a resul	t of activity	Execution Date
covered by any condition referenced below, we, the below name principal(s) and surety(ies), bind ourselves to the United States in the amount or amounts, as set forth below.										05/29/2014
SECTIO	SECTION I - Select Single Transaction OR Continuous Bond (not both) and fill in the applicable blank spaces.									
SIN									Port Code	
TRA BON	NSACTION ID	seizure numbe		XXX	XXXXXXXXXX	CXXXXXX	KXXXXXXXX	XXXXXXX	COCOCC	
BOND  Effective Date This bond remains in force for one year beginning with the effective date and frannual period, or until terminated. This bond constitutes a separate bond for e amounts listed below for liabilities that accrue in each period. The intention to must be conveyed within the period and manner prescribed in the CBP Regul							bond for eac ntention to te CBP Regulati	h period in the rminate this bond ons.		
SECTIO	ON II - This b	ond includes the	following ag	reem	ents. Check or	ne box on	y. (Except 3a r	may be check	ed independ	ently <u>or with</u> 3.)
Activity Code		ame and CBP Regi ch conditions codif		Li	mit of Liability	Activity Code	Activity Nar in whic	me and CBP R h conditions co	egulations idified	Limit of Liability
	importer or br	oker	§113,62	xx	xxxxxxxx	8		opyrighted Ma	§113.70	XXXXXXXXX
<b>⊠</b> 1a	Drawback Pay	ments Refunds	§113.65	5	0,000.00	□ 9	Neutrality	e Transaction (	§113.71	XXXXXXXXX
2	(Includes bonded carriers, freight forwarders, cartmen and lightermen, all classes of warehouse, container station operators)				xxxxxxxx	10			XXXXXXXXXX	
3		ntinuous Bond Onl	<del>/</del>	XX	XXXXXXXXX	11		-Single Transaction Only- Airport Security BondPart 113 App A		XXXXXXXXXXX
3a	Instruments of	International Traff	ic §113.66		XXXXXXXXX	12	International Trade Commission (ITC)		XXXXXXXXXXX	
<b>4</b>	Foreign Trade	ntinuous Bond Onl	§113.73		XXXXXXXX	14	In Road Export			XXXXXXXXXXX
T   5		ntinuous Bond Onl		XX	XXXXXXXX	15	Intellectual Property Rights (IPR)			XXXXXXXXXX
6					XXXXXXXX	16	Importer Security Filing (ISF)			XXXXXXXXXX
7	Bill of Lading	gle Transaction On	§113.69	xx	XXXXXXXXX	17	Marine Terminal Operator -Continuous Bond Only-			XXXXXXXXXXX
PRINCI	PAL						u agree that you		AFFIX SEA	L or Check Box
Name and Physical Address (including legal description and state of incorporation) Hollander Sleep Products, LLC 6501 Congress Avenue Suite 300 Boca Raton, FL 33487 (FL Corporation)  Viral Gandhi Vice President of Finance										
		e that any charg						Mailing Add	ess Request	ed by the Surety
		the principal(s).						6 Mill 1	idaa Lam	ا
oy reference l'itle 31, U United Stat	ame extent as if they executed a separate bond covering each set of conditions incorporated y reference to the CBP regulations into this bond. If the surety fails to appoint an agent under title 31, United States Code, Section 9306, surety consents to service on the Clerk of any nited States District Court or the U.S. Court of International Trade, where suit is brought on is bond. That clerk is to send notice of the service to the surety at:									
SURET		SAFEKELEINGERFALL	out FIDE ID	- 11 KB 4	processor to grant the second					
Committee of the Commit	www.				County March		A	ubas I		
rvame and	rnysical Addi	ess (including leg	ai description	- 1	Surety Number	er	Agent ID Nur	noer	AURA	

and state of incorporation) 110 Argonaut Insurance Company Signature, 225 West Washington 6th Floor Chicago, IL 60606 Kevin J. Daily, Atty-in-Fact (IL Corporation)

Broker Filer Code: WY8 Surety Reference Number: 040516002/SUR Principal Name: Hollander Sleep Products, CBP Identification Number: 27-AFFIX SEAL or Check Box By checking the box you agree that you have a seal in accordance with 19 CFR 113.25 CO-PRINCIPAL Name and Physical Address (including legal description and state of incorporation) **CBP** Identification Number: N/A Signature N/A N/A N/A Check Box SECTION III - List below the complete name of all trade names or unincorporated divisions that will be permitted to obligate this bond in the principal's name including their CBP Identification Number(s). **CBP** Identification Number Name **CBP** Identification Number Name N/A N/A N/A N/A Total Number of Importer Names listed in Section III: 00 CO-SURETY Agent ID Number Surety Number Name and Physical Address (including legal description and state of incorporation) N/A N/A Signature N/A N/A N/A Check Box Page 2 of 2 CBP Form 301 (06/11)

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 8 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 29 of 55 NYSCEF: 11/04/2020

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 8 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 30 of 55 NYSCEF: 11/04/2020 INDEX NO. 656014/2020

### DEPARTMENT OF HOMELAND SECURITY U.S. Customs and Border Protection

### **CUSTOMS BOND**

19 CFR Part 113

OMB No. 1651-0050 Exp. 03/31/2014

BOND NUMBER (Assigned by CBP) CBP USE 9914L2875 ONLY

						The state of the s			Children Street, Spring Street, St.
Broker	r Filer Code:	MA8		Surety Reference I	Number:	14051600 /SU	R0017887		
covered	by any cond	yment of any du dition referenced mount or amount	below, we. 1	arge and compliar the below name por h below.	nce with la rincipal(s)	aw or regulation and surety(ies)	n as a result ), bind oursel	of activity lves to the	05/29/2014
THE RESERVE AND ADDRESS OF THE PERSON NAMED IN	NAME AND ADDRESS OF TAXABLE PARTY.		CONTRACTOR OF THE PERSON NAMED IN	nuous Bond (not be	th) and fill	in the applicab	le blank spac	es.	0012312013
SIN		Identification of seizure number	transaction s	secured by this bor	nd (e.g., er	ntry number,	Transaction	Date	Port Code
BON	D	XXXXXXXXX		XXXXXXXXXXXX					
BON		06/17/2014	annual peri amounts lis must be co	emains in force for od, or until termina ited below for liabi nveyed within the p	ited. This t lities that a period and	oond constitutes accrue in each p d manner presc	s a separate le period. The in ribed in the C	bond for each tention to te BP Regulati	th period in the minate this bond ions.
The state of the s				eements. Check o	The state of the s				
Activity		ame and CBP Regich conditions codi		Limit of Liability	Activity		ne and CBP Re		Limit of Liability
⊠ 1	Importer or br	oker	§113.62	1,900,000.00	8	Detention of C		§113.70	xxxxxxxxx
1a	Drawback Pa	yments Refunds	§113.65	xxxxxxxxx	□9	Neutrality		§113.71	xxxxxxxxx
_ 2	(Includes bonded carriers, freight forwarders, cartmen and lightermen, all classes of warehouse, container station operators)		xxxxxxxxx	<u> </u>			xxxxxxxxx		
3		ontinuous Bond On Carrier		xxxxxxxxx	-Single Transaction Only-  Airport Security BondPart 113 App A			xxxxxxxxxx	
☐ 3a	3a Instruments of International Traffic §113.66 -Continuous Bond Only-		xxxxxxxxx	12	International Trade Commission (ITC) Exclusion BondPart 113 App B		xxxxxxxxx		
4		Zone Intinuous Bond On		xxxxxxxxxx	□ 14	In-Bond Export Consolidation Bond			xxxxxxxxx
5	Public Gauge	г	§113.67	XXXXXXXXXX	X 15 Intellectual Property Rights (IPR)		PR)	XXXXXXXXXX	
6	Labeling Acts	roductsImportation gle Transaction On		xxxxxxxxx	<u></u> 16	Importer Security Filing (ISF)Part 113 App D		xxxxxxxxx	
7	Bill of Lading.	gle Transaction On	§113.69	xxxxxxxxxx	17	Marine Terminal Operator -Continuous Bond Only-		xxxxxxxxxx	
PRINCI	The state of the s	Manage of Section 1	THE STREET	seal in accord	dance with	u agree that you 19 CFR 113.2	u have a	AFFIX SEA	AL or Check Box
nd state o	of incorporation)	Products, I		CBP Identific	ation Num	ber:			
	ongress Av	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWI		Signature	5	V: 10 11:			
	aton, FL 3			Many	•	Viral Gandhi Vice President	of Figure 1	X Check I	Box
	rporation)		e against the	bond under any o	f the listed	names is as I	Mailing Add	Donner I	ted by the Surety
ugh it v	was made by nt as if they e	the principal(s). executed a separ	Principal and ate bond cov	surety agree that ering each set of o	they are	bound to the incorporated	6 Mill R	idge Lan	е
e 31, U	Inited States	Code, Section 9	306, surety	the surety fails to a consents to service	e on the	Clerk of any	Chester,	NO 0793	U
		send notice of t		national Trade, what the surety at: •	iere suit i	s brought on			
SURE	or you among the section		- du rico to					The state of the s	
- Cal		ress (including leg	al description	Surety Number	er	Agent ID Num	ber	NSURANO	
J -1-41	£ (	9 - 9		1			and a second	NO.	

and state of incorporation) Argonaut Insurance Company 110 Signature 225 West Washington 6th Floor Chicago, IL 60606 Kevin J. Daily, Atty-in-Fact (IL Corporation)

Broker Filer Code: WY8 Surety Reference Number: 14 52500 /SUR 0017887 Principal Name: Hollander Sleep Products, CBP Identification Number: 27-AFFIX SEAL Or Check Box By checking the box you agree that you have a seal in accordance with 19 CFR 113.25 CO-PRINCIPAL Name and Physical Address (including legal description **CBP** Identification Number: and state of incorporation) N/A Signature N/A N/A N/A Check Box SECTION III - List below the complete name of all trade names or unincorporated divisions that will be permitted to obligate this bond in the principal's name including their CBP Identification Number(s). **CBP Identification Number** Name **CBP** Identification Number Name N/A N/A N/A N/A 00 Total Number of Importer Names listed in Section III: **CO-SURETY** Surety Number Agent ID Number Name and Physical Address (including legal description and state of incorporation) N/A N/A Signature N/A N/A N/A Check Box Page 2 of 2 CBP Form 301 (06/11)

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 8 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 31 of 55 NYSCEF: 11/04/2020

INDEX NO. 656014/2020

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 8 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 32 of 55 NYSCEF: 11/04/2020

**EXHIBIT B** 

INDEX NO. 656014/2020 PM COUNTY CLERK 11/04

Document 1-2 Filed 12/10/20

INDEMNITY TO:

AMERICAN CASUALTY CO. OF READING, PA ASPEN AMERICAN INSURANCE COMPANY CONTINENTAL CASUALTY COMPANY PHILADELPHIA INDEMNITY INSURANCE CO. TRAVELERS CASUALTY AND SURETY COMPANY SELECTIVE DATE OF TRANSPORT CLOSE AND A RESE

ARGONAUT INSURANCE COMPANY ATLANTIC SPECIALTY INSURANCE COMPANY FEDERAL INSURANCE COMPANY RLI INSURANCE COMPANY WESTCHESTER FIRE INSURANCE COMPANY

Ву	Holland	er Sleep Products, LLC	Address	6501 Congress Avenue, Suite 300
				Boca Raton, FL 33487
on b	ehalf of	Hollander Sleep Products, LLC	, Address	6501 Congress Avenue, Suite 300
			`	Boca Raton, FL 33487

its subsidiaries and affiliates, as principal, for any Bond in favor of THE UNITED STATES OF AMERICA as Obligee.

Each undersigned person, firm and corporation, jointly and severally (also called "Indemnitor") in consideration of the execution by any of the above-captioned sureties, (called "Company") of a bond, or the continuation of any previously executed bond, of the substitution or renewal on any and all bonds, in which the Obligee is THE UNITED STATES OF AMERICA and other claimants, does undertake and agree:

- 1. To pay or cause to be paid to Company the agreed premium and/or collateral security for its suretyship until the undersigned shall furnish to Company competent written evidence, satisfactory to Company, of the termination of any bond as to future liability, but with privilege to Company, at any time, to withdraw from future liability under any bond if it so elects, in which event Company's only liability to the undersigned shall be for the pro rata unearned portion of the premium paid in accordance with law. The Indemnitor expressly waives any right, if any, to interest which may be earned on collateral security and further consents that the collateral security provided in consideration of suretyship may be held by the Company or the Company's representative, in any bank as the Company or Company's representative, as in its sole discretion, deems advisable and prudent.
- 2. To indemnify and save harmless Company from and against any and all liability, claim, demand, loss, damage, expense, cost, attorney's fees and expenses, included without limitation, fees and disbursements of counsel incurred by the Company in any action or proceeding between the indemnitor and the Company, or between the Company and any third party, which Company shall at any time incur by reason of its execution of any bond or its payment of or its liability to pay any claim, irrespective of whether the claim is made against the Company as a joint or several obligor and whether the indemnitor is then liable to make such payment, and to place the Company in funds to meet all its liability under any bond, promptly upon request and before Company may be required to make any payment thereunder; and copy of the claim, demand, voucher or other evidence of the payment by the Company of any liability, claim, demand, loss, damage, expense, cost and attorney's fees, shall be prima facie evidence of the fact and amount of Indemnitor's liability to Company under this agreement. Any demand upon the Company by the Obligee shall be sufficient to conclude that a liability exists and the Indemnitor shall then place the Company with sufficient funds in a form and amount deemed acceptable in the Company's sole discretion, as collateral security to cover the liability.

The Company may make or consent to any modification in any bond and may execute renewals or substitute obligation in any instrument, contract or agreement concerned, without notice to any Indemnitor (notice being expressly waived) and, in such case, each Indemnitor shall be liable to the Company as fully and to the same extent that the Company shall be liable under such modified bond or renewal or substitute obligation, in lieu thereof.

Each Indemnitor and the heirs, legal representatives, successors and assigns of each Indemnitor are, jointly and severally, bound by the provisions of this agreement, and the liability of each Indemnitor shall not be dependent upon the execution of this agreement or any instrument referred to by any other Indemnitor, and that if the Company procures any co-surety or reinsurance or other surety on said bond or bonds this agreement shall be deemed extended to and for the benefit of the co-surety, reinsuring company or other surety.

It is mutually agreed that this contract is deemed made in the State of New York, regardless of the order in which the signatures of the parties shall have been affixed and shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of New York. In consideration for the surety being so bound, the Indemnitor agrees that all actions or proceedings arising directly or indirectly from this agreement shall be litigated only in courts having situs within the State of New York, and consents to the personal jurisdiction and venue of any local, state or Federal Court located therein.

Signed and Sealed this	2	day of	20 14
	WITNESS	SIGNATURE(S) OF INDEMNITO Hollander Sleep Products, LIA	Seal
		Viral Gandhi Vice President of Finance	(L.S.) (L.S.)
(This form is to be no.	Commissi Expires:	TATE OF FLORIDA THE FISHER THE STATE OF FLORIDA THE FISHER THE STATE OF FLORIDA THE STATE OF THE ST	= 140516002 V 5/21/14

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 8 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 34 of 55 NYSCEF: 11/04/2020

## **EXHIBIT C**

ILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 OCCUPANT OF STREET NO. 8 Case 1.20-cv-10434 Document 1-2 Filed 12/10/20 Page 35 of 55 OVER 11/04/2020

INDEMNITY TO:

AMERICAN CASUALTY CO. OF READING, PA
ATLANTIC SPECIALTY INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE CO
NATIONALWIDE MUTUAL INS. CO.
RLI INSURANCE COMPANY
WESTCHESTER FIRE INSURANCE COMPANY

ARGONAUT INSURANCE COMPANY
FEDERAL INSURANCE COMPANY
NATIONAL CASUALTY COMPANY
PHILADELPHIA INDEMNITY INSURANCE CO.
TRAVELERS CASUALTY AND SURETY COMPANY
WESTERN SURETY COMPANY

By Dream II Holdings, LLC	***************************************	Address	6501 CONGRESS AVE, # 300, BOCA RATON 33487 FL	
on behalf of Dream II Holding	gs, LLC ,	Address	ss <u>6501 CONGRESS AVE, # 300, BOCA RATON 33487 FL</u>	

its subsidiaries and affiliates, as principal, for any Bond in favor of THE UNITED STATES OF AMERICA as Obligee.

Each undersigned person, firm and corporation, jointly and severally (also called "Indemnitor") in consideration of the execution by any of the above-captioned sureties, (called "Company") of a bond, or the continuation of any previously executed bond, of the substitution or renewal on any and all bonds, in which the Obligee is THE UNITED STATES OF AMERICA and other claimants, does undertake and agree:

- 1. To pay or cause to be paid to Company the agreed premium and/or collateral security for its suretyship until the undersigned shall furnish to Company competent written evidence, satisfactory to Company, of the termination of any bond as to future liability, but with privilege to Company, at any time, to withdraw from future liability under any bond if it so elects, in which event Company's only liability to the undersigned shall be for the pro rata unearned portion of the premium paid in accordance with law. The Indemnitor expressly waives any right, if any, to interest which may be earned on collateral security and further consents that the collateral security provided in consideration of suretyship may be held by the Company or the Company's representative, in any bank as the Company or Company's representative, as in its sole discretion, deems advisable and prudent.
- 2. To indemnify and save harmless Company from and against any and all liability, claim, demand, loss, damage, expense, cost, attorney's fees and expenses, included without limitation, fees and disbursements of counsel incurred by the Company in any action or proceeding between the indemnitor and the Company, or between the Company and any third party, which Company shall at any time incur by reason of its execution of any bond or its payment of or its liability to pay any claim, irrespective of whether the claim is made against the Company as a joint or several obligor and whether the indemnitor is then liable to make such payment, and to place the Company in funds to meet all its liability under any bond, promptly upon request and before Company may be required to make any payment thereunder; and copy of the claim, demand, voucher or other evidence of the payment by the Company of any liability, claim, demand, loss, damage, expense, cost and attorney's fees, shall be prima facie evidence of the fact and amount of Indemnitor's liability to Company under this agreement. Any demand upon the Company by the Obligee shall be sufficient to conclude that a liability exists and the Indemnitor shall then place the Company with sufficient funds in a form and amount deemed acceptable in the Company's sole discretion, as collateral security to cover the liability.

The Company may make or consent to any modification in any bond and may execute renewals or substitute obligation in any instrument, contract or agreement concerned, without notice to any Indemnitor (notice being expressly waived) and, in such case, each Indemnitor shall be liable to the Company as fully and to the same extent that the Company shall be liable under such modified bond or renewal or substitute obligation, in lieu thereof.

Each Indemnitor and the heirs, legal representatives, successors and assigns of each Indemnitor are, jointly and severally, bound by the provisions of this agreement, and the liability of each Indemnitor shall not be dependent upon the execution of this agreement or any instrument referred to by any other Indemnitor, and that if the Company procures any co-surety or reinsurance or other surety on said bond or bonds this agreement shall be deemed extended to and for the benefit of the co-surety, reinsuring company or other surety.

It is mutually agreed that this contract is deemed made in the State of New York, regardless of the order in which the signatures of the parties shall have been affixed and shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of New York. In consideration for the surety being so bound, the Indemnitor agrees that all actions or proceedings arising directly or indirectly from this agreement shall be litigated only in courts having situs within the State of New York, and consents to the personal jurisdiction and venue of any local, state or Federal Court located therein.

Signed and Sealed this	day of	July	20 15
WITNESS		SIGNATURE OF INDEMNITOR	
(This form is to be notarized or signed by two will Signature:  Name: 1906 Signature:	Signature: Name: Corporate Title:	JAMES ALLEN	Affix Corp Seal
Name: NOTARY PUBLIC-STATE OF FLO			140516002

Commission # EE118756
Expires: AUG. 19, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 8 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 36 of 55 NYSCEF: 11/04/2020

**EXHIBIT D** 

INDEX NO. 656014/2020 RK 11/04/2020 Document 1-2 Filed COUNTY CLERK PM

Filed 12/10/20

INDEMNITY TO:

AMERICAN CASUALTY CO. OF READING, PA ASPEN AMERICAN INSURANCE COMPANY CONTINENTAL CASUALTY COMPANY PHILADELPHIA INDEMNITY INSURANCE CO. TRAVELERS CASUALTY AND SURETY COMPANY

ARGONAUT INSURANCE COMPANY ATLANTIC SPECIALTY INSURANCE COMPANY FEDERAL INSURANCE COMPANY RLI INSURANCE COMPANY WESTCHESTER FIRE INSURANCE COMPANY

Ву	Holland	er Home Fashions Holdings, LLC	ند ر	Address	6501 Congress Avenue, Suite 300	
					Boca Raton, FL 33487	-
on b	ehalf of	Hollander Sleep Products, LLC		Address	6501m Congress Avenue, Suite 300	
					Boca Raton, FL 33487	

its subsidiaries and affiliates, as principal, for any Bond in favor of THE UNITED STATES OF AMERICA as Obligee,

Each undersigned person, firm and corporation, jointly and severally (also called "Indemnitor") in consideration of the execution by any of the above-captioned sureties, (called "Company") of a bond, or the continuation of any previously executed bond, of the substitution or renewal on any and all bonds, in which the Obligee is THE UNITED STATES OF AMERICA and other claimants, does undertake and agree:

- 1. To pay or cause to be paid to Company the agreed premium and/or collateral security for its suretyship until the undersigned shall furnish to Company competent written evidence, satisfactory to Company, of the termination of any bond as to future liability, but with privilege to Company, at any time, to withdraw from future liability under any bond if it so elects, in which event Company's only liability to the undersigned shall be for the pro rata unearned portion of the premium paid in accordance with law. The Indemnitor expressly waives any right, if any, to interest which may be earned on collateral security and further consents that the collateral security provided in consideration of suretyship may be held by the Company or the Company's representative, in any bank as the Company or Company's representative, as in its sole discretion, deems advisable and prudent.
- 2. To indemnify and save harmless Company from and against any and all liability, claim, demand, loss, damage, expense, cost, attorney's fees and expenses, included without limitation, fees and disbursements of counsel incurred by the Company in any action or proceeding between the indemnitor and the Company, or between the Company and any third party, which Company shall at any time incur by reason of its execution of any bond or its payment of or its liability to pay any claim, irrespective of whether the claim is made against the Company as a joint or several obligor and whether the indemnitor is then liable to make such payment, and to place the Company in funds to meet all its liability under any bond, promptly upon request and before Company may be required to make any payment thereunder; and copy of the claim, demand, voucher or other evidence of the payment by the Company of any liability, claim, demand, loss, damage, expense, cost and attorney's fees, shall be prima facie evidence of the fact and amount of Indemnitor's liability to Company under this agreement. Any demand upon the Company by the Obligee shall be sufficient to conclude that a liability exists and the Indemnitor shall then place the Company with sufficient funds in a form and amount deemed acceptable in the Company's sole discretion, as collateral security to cover the liability.

The Company may make or consent to any modification in any bond and may execute renewals or substitute obligation in any instrument, contract or agreement concerned, without notice to any Indemnitor (notice being expressly waived) and, in such case, each Indemnitor shall be liable to the Company as fully and to the same extent that the Company shall be liable under such modified bond or renewal or substitute obligation, in lieu thereof.

Each Indemnitor and the heirs, legal representatives, successors and assigns of each Indemnitor are, jointly and severally, bound by the provisions of this agreement, and the liability of each Indemnitor shall not be dependent upon the execution of this agreement or any instrument referred to by any other Indemnitor, and that if the Company procures any co-surety or reinsurance or other surety on said bond or bonds this agreement shall be deemed extended to and for the benefit of the co-surety, reinsuring company or other surety.

It is mutually agreed that this contract is deemed made in the State of New York, regardless of the order in which the signatures of the parties shall have been affixed and shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of New York. In consideration for the surety being so bound, the Indenmitor agrees that all actions or proceedings arising directly or indirectly from this agreement shall be litigated only in courts having situs within the State of New York, and consents to the personal jurisdiction and venue of any local, state or Federal Court located therein.

Signed and Sealed this	al day of	Nan	20 14
WITNESS	SI Hollander	GNATURE(S) OF INDEM Home Fashions Holding	Affix INITOR(S) Corp STALC Seal
		AMARAN	(L.S.) Gandhi (L.S.)
	COMPANY OF ST OFFIDA		President of Finance (L.S.)
(This form is to be notarized or signed by tw	Dena Fisher  Commission # EE118756  Expires: AUG. 19, 2015  sonoed thru atlantic bonding co., inc.	0. 6.	her 5/21/14

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOCUMENT 1-2 Filed 12/10/20 Page 38 of 55 NYSCEF: 11/04/2020 UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

FILED

Claim No. 19 **July 26, 2019** 

By Omni Claims Agent

Official Form 410

**Proof of Claim** 

Case Number: 19-11609

For U.S. Bankruptcy Court
Southern District of New York

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Carefully read instructions included with this Proof of Claim before completing.

	Part 1: Identify the Claim							
1.	Who is the current creditor?	Argonaut Insurance Company						
		Name of the current creditor (the person or entity to be paid for this claim)						
		Other names the creditor used with the debtor						
2.	Has this claim been acquired from someone else?	X No Yes From whom?						
3.	Where should notices and payments to the creditor be	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)					
	sent?	Law Office of Michael W. Starr, LLC						
	Federal Rule of Bankruptcy Procedure	1 Mill Ridge Lane						
	(FRBP) 2002(g)	Suite 206						
		Chester, NJ 07930						
		Contact Phone 9088882513	Contact Phone					
		Contact email mstarr@michaelstarrlaw.com	Contact email					
		Uniform claim identifier for electronic payments in chapt	er 13 (if you use one)					
4.	Does this claim amend one already filed?	<ul> <li>X No</li> <li>Yes Claim Number on court claims registry (if known in the court claims registry)</li> </ul>	own) Filed On MM / DD / YYYY					
5.	Do you know if anyone else has filed a proof of claim for this claim?	X No Yes Who made the earlier filing?						

Official Form 410 Proof of Claim

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 39 of 55 NYSCEF: 11/04/2020

Part 2: Give Information About the Claim as of the Date the Case Was Filed 6. Do you have any number you X No use to identify the debtor? Yes Last 4 digits of the debtor's account or any number you use to identify the debtor: \$7,800,000.00 7. How much is the claim? Does this amount include interest or other charges? Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. 8. What is the basis of the claim? Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information Claimant was surety on U.S. Customs Bond 9. Is all or part of the claim secured? Yes The claim is secured by a lien on property Nature of property: Real Estate If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim Motor Vehicle Other Describe: Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded. Value of Property: \$\_\_\_\_\_ Amount of the claim that is secured: (The sum of the secured and Amount of the claim that is unsecured: unsecured amounts should match the amount in line 7). Amount necessary to cure any default as of the date of the petition: Annual Interest Rate: (when case was filed) X Fixed Variable X No 10, Is this claim based on a lease? Yes Amount necessary to cure any default as of the date of the petition. X No 11. Is this claim subject to a right of setoff? Yes Identify the property: 12. Is this claim for the value  $\overline{X}$  No Yes of goods received by the Amount of 503(b)(9) Claim: \$ debtor within 20 days before the commencement date of this case (11 U.S.C. § 503(b)(9)).?

		<b>CLERK 11/04</b>	/2020 02:	19 PM	2000 10 of		656014/2020			
YSCEF DOC. NO. 9  13. Is all or part of the claim	ase 1:2U-cV-1 □ No	.0434 Document	1-2 File0 12	10/20	age 40 of	VED NYSCEF:	11/04/2020			
entitled to priority under 11 U.S.C. § 507(a)?		all that apply				Amount entitle	ed to priority			
A claim may be partly		support obligations (includin § 507(a)(1)(A) or (a)(1)(B).	g alimony and child	support) unde	er	\$				
priority and partly nonpriority. For example, in some categories, the		Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).								
law limits the amount entitled to priority.		laries, or commissions (up to petition is filed or the debto 07(a)(4).	\$							
	☐ Taxes or p	enalties owed to governme	\$							
	Contributio	ns to an employee benefit	olan 11 U.S.C. § 507	(a)(5).		\$				
	Other. Spe	ecify subsection of 11 U.S.0	C. § 507(a)() that	applies.		\$				
	* Amounts are	subject to adjustment on 4/01/	22 and every 3 years af	ter that for cas	es begun on or af	ter the date of adjust	ment.			
Part 3: Sign Below										
The person completing	Check the approp	oriate box:								
this proof of claim must	I am the credit									
sign and date it.	_	X   I am the creditor's attorney or authorized agent.								
FRBP 9011(b).	_	e, or the debtor, or their authorized agent. Bankruptcy Rule 3004.								
If you file this claim electronically, FRBP	I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.									
5005(a)(2) authorizes										
courts to establish local rules specifying what a signature is.	I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowlegment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.									
	I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true									
A person who files a fraudulent claim could be	and correct.									
fined up to \$500,000,	I declare under penalty of perjury that the foregoing is true and correct.									
imprisoned for up to 5 years, or both.	Executed on date 7/26/2019									
18 U.S.C. §§ 152, 157, and 3571.	MM / DD / YYYY									
	Christopher C. Fl	agg								
	Signature									
	Print the name of	of the person who is comp	eleting and signing	this claim:						
	Name	Christopher C. Flagg								
		First Name	Middle Name		Last Name					
	Title	Attorney-in-Fact for Argo	naut Insurance Com	pany						
	Company									
	,	Identify the corporate service 6 Mill Ridge Lane	er as the company if the	authorized ag	ent is a servicer.					
	Address									
		Chester, NJ 07930								
	Contact Phone	9088882513	Eı	mail	chrisflagg@ca	shea.com				

Official Form 410 Proof of Claim

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020

OURSIGN DOC NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 41 of 55

OURSIGN DOC NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 41 of 55

OURSIGN DOC NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 41 of 55

OURSIGN DOC NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 41 of 55

OURSIGN DOC NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 41 of 55

OURSIGN DOC NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 41 of 55

OURSIGN DOC NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 41 of 55

OURSIGN DOC NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 41 of 55

OURSIGN DOC NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 41 of 55

OURSIGN DOC NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 41 of 55

OURSIGN DOC NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 41 of 55

OURSIGN DOC NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 41 of 55

OURSIGN DOC NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 41 of 55

OURSIGN DOCUMENT DOCUMENT

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:

HOLLANDER SLEEP PRODUCTS, LLC, et al.,

Debtors.

Chapter 11

Case No. 19-11608 (Hollander Sleep Products, LLC)

Case No 19-11607 (Dream II Holdings, LLC)

Case No. 19-11609 (Hollander Home Fashions Holdings, LLC)

## ATTACHMENT TO PROOF OF CLAIM ON BEHALF OF ARGONAUT INSURANCE COMPANY

- 1. Prior to the commencement of the above-captioned Chapter 11 case, Argonaut Insurance Company ("Argonaut") issued U.S. Customs Bond Nos. 9914L2864 and 9914L2875 (together, the "Bonds") to Debtor Hollander Sleep Products, LLC ("Hollander Sleep"). True and accurate copies of the Bonds are attached as **Exhibit A**.
- 2. In the event that Hollander Sleep fails to make payments to U.S. Customs and Border Protection ("CBP") covered by the Bonds, Argonaut is required to make such payments on behalf of Hollander Sleep to the CBP subject to the terms of the Bonds.
- 3. The Bonds were initially issued on June 17, 2014 and renewed annually for one-year periods thereafter through June 16, 2018.
  - 4. The Bonds were terminated on June 16, 2018.
- 5. Bond No. 9914L2864 requires Argonaut to pay up to Fifty Thousand Dollars (\$50,000.00) that may become due subject to the terms of the Bond in any one-year period. Argonaut's potential and future liability under Bond No. 9914L2864 is

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 12:19 PM INDEX NO. 656014/2020 12:00 Page 42 of 55 NYSCEF: 11/04/2020 12:00 Page 42 of 55 NYSCEF: 11/04/2020

cumulative so that its total potential and future liability is Fifty Thousand Dollars (\$50,000.00) multiplied by the number of years that Bond 9914L2864 was in effect.

- 6. Bond No. 9914L2875 requires Argonaut to pay up to One Million and Nine Hundred Thousand Dollars (\$1,900,000.00) that may become due subject to the terms of the Bond in any one-year period. Argonaut's potential and future liability under Bond No. 9914L2875 is cumulative so that its total potential and future liability is One Million and Nine Hundred Thousand Dollars (\$1,900,000.00) multiplied by the number of years that Bond No. 9914L2875 was in effect.
- 7. Argonaut's total potential and future liability under the Bonds is Seven Million and Eight Hundred Thousand Dollars (\$7,800,000.00).
- 8. In the event that Argonaut makes payments to the CBP on behalf of Hollander Sleep, Hollander Sleep is required to indemnify and pay Argonaut for all such payments, plus costs, attorneys' fees and interest. A true and accurate copy of the Indemnity Agreement requiring Hollander Sleep to make such payments to Argonaut is attached as **Exhibit B**.
- 9. In the event that Argonaut makes payments to the CBP on behalf of Hollander Sleep, Dream II Holdings, LLC ("Dream II") is required to indemnify and pay Argonaut for all such payments, plus costs, attorneys' fees and interest. A true and accurate copy of the Indemnity Agreement requiring Dream II to make such payments to Argonaut is attached as **Exhibit C**.
- 10. In the event that Argonaut makes payments to the CBP on behalf of Hollander Sleep, Hollander Home Fashions Holdings, LLC ("Hollander Home") is required to indemnify and pay Argonaut for all such payments, plus costs, attorneys' fees

'ILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020

and interest. A true and accurate copy of the Indemnity Agreement requiring Hollander Home to make such payments to Argonaut is attached as **Exhibit D**.

- 11. As of July 25, 2019, the CBP has made demands for liquidated damages in the amount of Thirty-Eight Thousand, Nine Hundred and Forty-Seven Dollars and 65/100 (\$38,947.65), which has been mitigated to Four Hundred and Forty-Eight Dollars and 86/100 (\$448.86). Argonaut will be obligated to and will pay this amount on behalf of Hollander Sleep. As a result, this amount is due and owing from Hollander Sleep, Dream II and Hollander Hope to Argonaut pursuant to the terms of the Indemnity Agreements.
- 12. In addition to the demands received to date, there may be additional entries and/or other obligations owed by Hollander Sleep to the CBP and covered by the Bonds that are not known or certain at this time. Argonaut's total potential and contingent liability under the Bonds is Seven Million and Eight Hundred Thousand Dollars (\$7,800,000.00). In the event that any payments are made by Argonaut to the CBP under the Bonds, Hollander Sleep, Dream II and Hollander Home are required to indemnify and pay Argonaut for all such payments, plus costs, attorneys' fees and interest.
  - 13. No judgment has been rendered on this claim.
  - 14. This claim is not subject to any setoff or counterclaim.
  - 15. No security interest is held for this claim.
- 16. The amount of all payments on this claim, if any, has been credited and deducted for the purpose of making this Proof of Claim.
- 17. This claim may be, in whole or part, a priority claim pursuant to section 503 and/or 507 of Title 11 of the United States Bankruptcy Code, depending on the events which give rise to claims under the Bond.

CLERK 11/04/2 434 Document 1-2

Argonaut reserves the right to amend this Proof of Claim from time to time 18.

to the extent that there is any further liquidation of this claim, and for any other lawful

or permitted purpose.

The filing of this Proof of Claim is not intended as, and shall not be 19.

construed as, (i) an admission of liability or waiver of any defense by Argonaut with

respect to the Bonds or Indemnity Agreements; (ii) a waiver or release by Argonaut of

any right of exoneration and/or other right it may have against Hollander Sleep, Dream

II and/or Hollander Home; and/or (iii) a waiver or release by Argonaut of its right to be

subrogated to the rights of any party pursuant to the terms of the Bonds and/or applicable

law.

20. All notices and communications regarding this Proof of Claim shall be

addressed to the Law Office of Michael W. Starr, 1 Mill Ridge Lane, Suite 206, Chester,

New Jersey 07930.

/s/ Christopher C. Flagg

DATED: July 26, 2019

Christopher C. Flagg, Attorney-in Fact for Argonaut Insurance Company

## **EXHIBIT A**

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 46 of 55 NYSCEF: 11/04/2020 INDEX NO. 656014/2020

#### **DEPARTMENT OF HOMELAND SECURITY** U.S. Customs and Border Protection

#### **CUSTOMS BOND**

19 CFR Part 113

OMB No. 1651-0050 Exp. 03/31/2014

BOND NUMBER (Assigned by CBP) CBP USE 9914L2864 ONLY

							ti-			
Broker	r Filer Code: 1	MX8		Surety Refere	nce N	Number:	003/SU	R 88		
In order	In order to secure payment of any duty, tax or charge and compliance with law or regulation as a result of activity covered by any condition referenced below, we, the below name principal(s) and surety(ies), bind ourselves to the								Execution Date	
United States in the amount or amounts, as set forth below.    05/29/2014									05/29/2014	
SECTION	JN 1 - Select							· · · · · · · · · · · · · · · · · · ·		
	NSACTION	Identification of seizure numbe	r, etc.)					Transaction		Port Code
BON	ND	XXXXXXXXX	AAAAAAA	AAXAAAXAA	CXXX	XXXXXX	KKKKKKKKK			
E CON	NTINUOUS ND	06/17/2014	annual per amounts lis	iod, or until ter sted below for	mina liabil	ted. This b lities that a	ond constitute:	a separate period. The in	bond for eac itention to te	each succeeding th period in the arminate this bond ions.
SECTIO	ON II - This b	ond includes the	following ag	reements. Che	ick or	ne box onl	v. (Except 3a n	nav be check	ed independ	lently or with 3.)
Activity Code	Activity Na	ame and CBP Regi	ulations	Limit of Liabi		Activity Code	Activity Nam	ne and CBP Re	egulations	Limit of Liability
1	Importer or br	oker	§113.62	xxxxxxx	кхх	8	Detention of Co		§113.70	xxxxxxxxx
<b>⊠</b> 1a		yments Refunds		50,000.	00	9		Transaction (	Only-	XXXXXXXXX
2	(Includes bonded carriers, freight forwarders, cartmen and lightermen, all classes of warehouse, container station operators)			XXXXXXXX	XXX	10	Court Costs for Condemned Goods§113.72			XXXXXXXXXX
<u></u> 3	-Continuous Bond Only-			XXXXXXXX	KXX	11	Airport Security	Transaction ( BondPar	XXXXXXXXXX	
3a		f International Traff		XXXXXXXX	кхх	12	International Trade Commission (ITC) Exclusion BondPart 113 App B			XXXXXXXXXX
<b>4</b>	Foreign Trade -Co	Zone Intinuous Bond Oni	§113.73 y-	XXXXXXXX	кхх	<u> </u>	In-Bond Export Consolidation Bond			XXXXXXXXXX
5	Public Gauger	-	§113.67	XXXXXXXX	XXX	15	Intellectual Pro	perty Rights (I	PR)	XXXXXXXXXXX
6	Labeling Acts	oducts Importation gle Transaction On	-	XXXXXXXX	кхх	16	Importer Security Filing (ISF)Part 113 App D		XXXXXXXXXX	
7		gle Transaction On		XXXXXXXX	СХХ	17	Marine Termina -Continuous Bo			XXXXXXXXXX
PRINCI	PAL			séal in a	By checking the box you agree that you have a seal in accordance with 19 CFR 113.25 AFFIX SEAL of			AL or Check Box		
Name and Physical Address (including legal description and state of incorporation) Hollander Sleep Products, LLC 6501 Congress Avenue Suite 300 Boca Raton, FL 33487 (FL Corporation)  CBP Identification Number:  27-  Signature  Viral Gandhi Vice President of Finance  X Check Box						Вох				
		e that any charg	e against the	bond under a	ny of	the listed				ted by the Surety
hough it	was made by	the principal(s).	Principal and	d surety agree	that	they are I	bound to the		•	
		xecuted a separ							idge Lan	
		regulations into						Chester,	NJ 0793	0
		Code, Section 9								
		ourt or the U.S. ( send notice of the				nere suit is	s brought on			
SURE		The second secon	7/1							
Name and	Physical Add	ress (including leg	al description	Surety N	umbe	er	Agent ID Num	ber	CUPA	
and state of	f incorporation)			1 '	0			06	Sesona	4
argonaut.	Insurance Co	шрапу							IZ SEAL	Q

Signature

Kevin J. Daily, Atty-in-Fact

225 West Washington

Chicago, IL 60606

(IL Corporation)

6th Floor

Broker Filer Code: WY8 Surety Reference Number: 140516002/SUR Principal Name: Hollander Sleep Products, CBP Identification Number: 27-AFFIX SEAL Or Check Box By checking the box you agree that you have a seal in accordance with 19 CFR 113.25 CO-PRINCIPAL Name and Physical Address (including legal description **CBP** Identification Number: and state of incorporation) N/A Signature N/A N/A N/A Check Box SECTION III - List below the complete name of all trade names or unincorporated divisions that will be permitted to obligate this bond in the principal's name including their CBP Identification Number(s). **CBP** Identification Number Name **CBP** Identification Number Name N/A N/A N/A N/A 00 Total Number of Importer Names listed in Section III: CO-SURETY Agent ID Number Surety Number Name and Physical Address (including legal description and state of incorporation) N/A N/A Signature N/A N/A N/A Check Box Page 2 of 2 CBP Form 301 (06/11)

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 47 of 55 NYSCEF: 11/04/2020

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 48 of 55 NYSCEF: 11/04/2020

C. NO. 9

## DEPARTMENT OF HOMELAND SECURITY U.S. Customs and Border Protection

#### **CUSTOMS BOND**

19 CFR Part 113

OMB No. 1651-0050 Exp. 03/31/2014

CBP USE ONLY 9914L2875

							The state of the s
Broker Filer Code:	WY8	Surety Reference N	Number:	14051600 /SUR	20017887		
covered by any con-	yment of any duty, tax or ch dition referenced below, we, mount or amounts, as set fort	the below name pr	nce with la rincipal(s)	w or regulation and surety(ies),	as a result	t of activity lives to the	Execution Date 05/29/2014
	Single Transaction OR Contin		th) and fill	in the applicable	e blank sna	292	00/27/2011
SINGLE	Identification of transaction		water & second control of the second control	The state of the s	Transaction		Port Code
TRANSACTION	seizure number, etc.)	secured by triis bori	iu (e.g., ei	itry number,	100000000000000000000000000000000000000		1 011 0000
BOND	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXX	KXXXXXXXX	XXXXXXX	XXXXXX	
CONTINUOUS BOND	06/17/2014 annual per amounts lis must be co	remains in force for iod, or until termina sted below for liabil nveyed within the p	ted. This blities that a period and	oond constitutes accrue in each p I manner prescr	a separate eriod. The in ibed in the 0	bond for each tention to te CBP Regulati	th period in the minate this bond ions.
SECTION II - This b	ond includes the following ag	reements. Check or	ne box onl	y. (Except 3a m	ay be check	ed independ	ently or with 3.)
	ame and CBP Regulations lich conditions codified	Limit of Liability	Activity Code		e and CBP R		Limit of Liability
	roker§113.62		□8	Detention of Co	pyrighted Ma	terial	Annual of the second
		1,900,000.00		-Single	Transaction (		xxxxxxxxx
1a Drawback Pa	yments Refunds§113.65	xxxxxxxxxx	□ 9	Neutrality		§113.71	xxxxxxxxx
(Includes bor cartmen and warehouse, o	Bonded Merchandise §113.63 ded carriers, freight forwarders, lightermen, all classes of ontainer station operators)	xxxxxxxxx	<u> </u>	Court Costs for Condemned Goods			xxxxxxxxx
	Carrier§113.64	xxxxxxxxx	11	Airport Security	BondPa		xxxxxxxxx
3a Instruments of	f International Traffic §113.66	xxxxxxxxx	12	International Tra Exclusion Bond	ade Commiss	ion (ITC)	xxxxxxxxxx
4 Foreign Trade	Zone§113.73	xxxxxxxxxx	□ 14	In-Bond Export Consolidation B			xxxxxxxxxx
	r§113.67	xxxxxxxxx	15	Intellectual Prop		PR)	xxxxxxxxxx
6 Wool & Fur P Labeling Acts	roducts§113.68	xxxxxxxxx	<u> </u>	Importer Securit			xxxxxxxxx
	ngle Transaction Only-	xxxxxxxxx	<u> </u>	Marine Termina -Continuous Boi		minum in minum	xxxxxxxxxx
PRINCIPAL	AND THE RESIDENCE OF THE PROPERTY OF THE PROPE	By checking t	the box yo	u agree that you 19 CFR 113.25	have a	AFFIX SEA	AL or Check Box
Name and Physical Add and state of incorporation) Hollander Sleep							
6501 Congress A		Signature	1	-			
Suite 300		1 march	D				
Boca Raton, FL	33487	Mann	-	Viral Gandhi		[V] 011-1	
(FL Corporation)		FI		Vice President	of Finance	A Check I	SOX
	ee that any charge against the		the listed	names is as	Mailing Add	ress Request	ted by the Surety
	the principal(s). Principal and				6 Mill P	idge Lan	Α.
y reference to the CBP itle 31, United States	executed a separate bond coveregulations into this bond. If Code, Section 9306, surety	the surety fails to a consents to service	e on the	agent under Clerk of any		NJ 0793	
	ourt or the U.S. Court of Inter o send notice of the service to		nere suit is	s brought on			
SURETY					Maria (1997)		
. Venture in the second of the	ress (including legal description	Surety Number	er	Agent ID Num	ber	GURA	

# Name and Physical Address (including legal description and state of incorporation) Argonaut Insurance Company 225 West Washington 6th Floor Chicago, IL 60606 (IL Corporation) Kevin J. Daily, Atty-in-Fact

Broker Filer Code: WY8 Surety Reference Number: 14 \$1600 /SUR 0017897 Principal Name: Hollander Sleep Products, CBP Identification Number: 27-AFFIX SEAL or Check Box By checking the box you agree that you have a seal in accordance with 19 CFR 113.25 CO-PRINCIPAL Name and Physical Address (including legal description **CBP** Identification Number: and state of incorporation) N/A Signature N/A N/A N/A Check Box SECTION III - List below the complete name of all trade names or unincorporated divisions that will be permitted to obligate this bond in the principal's name including their CBP Identification Number(s). **CBP** Identification Number **CBP** Identification Number Name N/A N/A N/A N/A 00 Total Number of Importer Names listed in Section III: CO-SURETY Agent ID Number Surety Number Name and Physical Address (Including legal description and state of incorporation) N/A N/A Signature N/A N/A N/A Check Box Page 2 of 2 CBP Form 301 (06/11)

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 49 of 55 NYSCEF: 11/04/2020

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 50 of 55 NYSCEF: 11/04/2020

**EXHIBIT B** 

INDEX NO. 656014/2020 RK 11/04/2 Document 1-2 COUNTY CLERK

INDEMNITY TO:

AMERICAN CASUALTY CO. OF READING, PA ASPEN AMERICAN INSURANCE COMPANY CONTINENTAL CASUALTY COMPANY PHILADELPHIA INDEMNITY INSURANCE CO. TRAVELERS CASUALTY AND SURETY COMPANY WESTERN STIDETY COMPANY

ARGONAUT INSURANCE COMPANY ATLANTIC SPECIALTY INSURANCE COMPANY FEDERAL INSURANCE COMPANY RLI INSURANCE COMPANY WESTCHESTER FIRE INSURANCE COMPANY

By Hollander Sleep Products, LLC	. Address 6501 Congress Avenue, Suite 300
	Boca Raton, FL 33487
on behalf of Hollander Sleep Products, LLC	, Address 6501 Congress Avenue, Suite 300
	Boca Raton, FL 33487

its subsidiaries and affiliates, as principal, for any Bond in favor of THE UNITED STATES OF AMERICA as Obligee.

Each undersigned person, firm and corporation, jointly and severally (also called "Indemnitor") in consideration of the execution by any of the above-captioned sureties, (called "Company") of a bond, or the continuation of any previously executed bond, of the substitution or renewal on any and all bonds, in which the Obligee is THE UNITED STATES OF AMERICA and other claimants, does

- 1. To pay or cause to be paid to Company the agreed premium and/or collateral security for its suretyship until the undersigned shall furnish to Company competent written evidence, satisfactory to Company, of the termination of any bond as to future liability, but with privilege to Company, at any time, to withdraw from future liability under any bond if it so elects, in which event Company's only liability to the undersigned shall be for the pro rata unearned portion of the premium paid in accordance with law. The Indemnitor expressly waives any right, if any, to interest which may be earned on collateral security and further consents that the collateral security provided in consideration of suretyship may be held by the Company or the Company's representative, in any bank as the Company or Company's representative, as in its sole discretion, deems advisable and prudent.
- 2. To indemnify and save harmless Company from and against any and all liability, claim, demand, loss, damage, expense, cost, attorney's fees and expenses, included without limitation, fees and disbursements of counsel incurred by the Company in any action or proceeding between the indemnitor and the Company, or between the Company and any third party, which Company shall at any time incur by reason of its execution of any bond or its payment of or its liability to pay any claim, irrespective of whether the claim is made against the Company as a joint or several obligor and whether the indemnitor is then liable to make such payment, and to place the Company in funds to meet all its liability under any bond, promptly upon request and before Company may be required to make any payment thereunder; and copy of the claim, demand, voucher or other evidence of the payment by the Company of any liability, claim, demand, loss, damage, expense, cost and attorney's fees, shall be prima facie evidence of the fact and amount of Indemnitor's liability to Company under this agreement. Any demand upon the Company by the Obligee shall be sufficient to conclude that a liability exists and the Indemnitor shall then place the Company with sufficient funds in a form and amount deemed acceptable in the Company's sole discretion, as collateral security to cover the liability.

The Company may make or consent to any modification in any bond and may execute renewals or substitute obligation in any instrument, contract or agreement concerned, without notice to any Indemnitor (notice being expressly waived) and, in such case, each Indemnitor shall be liable to the Company as fully and to the same extent that the Company shall be liable under such modified bond or renewal or substitute obligation, in lieu thereof.

Each Indemnitor and the heirs, legal representatives, successors and assigns of each Indemnitor are, jointly and severally, bound by the provisions of this agreement, and the liability of each Indemnitor shall not be dependent upon the execution of this agreement or any instrument referred to by any other Indemnitor, and that if the Company procures any co-surety or reinsurance or other surety on said bond or bonds this agreement shall be deemed extended to and for the benefit of the co-surety, reinsuring company or other surety.

It is mutually agreed that this contract is deemed made in the State of New York, regardless of the order in which the signatures of the parties shall have been affixed and shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of New York. In consideration for the surety being so bound, the Indemnitor agrees that all actions or proceedings arising directly or indirectly from this agreement shall be litigated only in courts having situs within the State of New York, and consents to the personal jurisdiction and venue of any local, state or Federal Court located therein.

Signed and Sealed this	2	day of	lay	20 14
	WITNESS		NATURE(S) OF INDEMNITOR	Affix Corp Seal
		Viral Gandhi Vice Preside	i ent of Finance	(L.S.) (L.S.)
(This form is to be not	tarized or signed by two witnesses)	Dena Fisher  mmission # EE118756  pires: AUG. 19, 2015  atlantic bonding co., inc.	Den Fisher	- 140516002 - 5/21/14

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 52 of 55 NYSCEF: 11/04/2020

## **EXHIBIT C**

ILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 OCCUPANT OF STREET NO. 656014/2020 Page 53 of 55 OCCUPANT OF STREET NO. 656014/2020

INDEMNITY TO:

AMERICAN CASUALTY CO. OF READING, PA
ATLANTIC SPECIALTY INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE CO
NATIONALWIDE MUTUAL INS. CO.
RLI INSURANCE COMPANY
WESTCHESTER FIRE INSURANCE COMPANY

ARGONAUT INSURANCE COMPANY
FEDERAL INSURANCE COMPANY
NATIONAL CASUALTY COMPANY
PHILADELPHIA INDEMNITY INSURANCE CO.
TRAVELERS CASUALTY AND SURETY COMPANY
WESTERN SURETY COMPANY

By Dream	II Holdings, LLC	_,	Address	6501 CONGRES	SAVE	, # 300,	BOCA	RATO	N 33487 FL
on behalf of	Dream II Holdings, LLC	, y.	Address	6501 CONGRES	SAVE	, # 300,	BOCA	RATO	N 33487 FL

its subsidiaries and affiliates, as principal, for any Bond in favor of THE UNITED STATES OF AMERICA as Obligee.

Each undersigned person, firm and corporation, jointly and severally (also called "Indemnitor") in consideration of the execution by any of the above-captioned sureties, (called "Company") of a bond, or the continuation of any previously executed bond, of the substitution or renewal on any and all bonds, in which the Obligee is THE UNITED STATES OF AMERICA and other claimants, does undertake and agree:

- 1. To pay or cause to be paid to Company the agreed premium and/or collateral security for its suretyship until the undersigned shall furnish to Company competent written evidence, satisfactory to Company, of the termination of any bond as to future liability, but with privilege to Company, at any time, to withdraw from future liability under any bond if it so elects, in which event Company's only liability to the undersigned shall be for the pro rata unearned portion of the premium paid in accordance with law. The Indemnitor expressly waives any right, if any, to interest which may be earned on collateral security and further consents that the collateral security provided in consideration of suretyship may be held by the Company or the Company's representative, in any bank as the Company or Company's representative, as in its sole discretion, deems advisable and prudent.
- 2. To indemnify and save harmless Company from and against any and all liability, claim, demand, loss, damage, expense, cost, attorney's fees and expenses, included without limitation, fees and disbursements of counsel incurred by the Company in any action or proceeding between the indemnitor and the Company, or between the Company and any third party, which Company shall at any time incur by reason of its execution of any bond or its payment of or its liability to pay any claim, irrespective of whether the claim is made against the Company as a joint or several obligor and whether the indemnitor is then liable to make such payment, and to place the Company in funds to meet all its liability under any bond, promptly upon request and before Company may be required to make any payment thereunder; and copy of the claim, demand, voucher or other evidence of the payment by the Company of any liability, claim, demand, loss, damage, expense, cost and attorney's fees, shall be prima facie evidence of the fact and amount of Indemnitor's liability to Company under this agreement. Any demand upon the Company by the Obligee shall be sufficient to conclude that a liability exists and the Indemnitor shall then place the Company with sufficient funds in a form and amount deemed acceptable in the Company's sole discretion, as collateral security to cover the liability.

The Company may make or consent to any modification in any bond and may execute renewals or substitute obligation in any instrument, contract or agreement concerned, without notice to any Indemnitor (notice being expressly waived) and, in such case, each Indemnitor shall be liable to the Company as fully and to the same extent that the Company shall be liable under such modified bond or renewal or substitute obligation, in lieu thereof.

Each Indemnitor and the heirs, legal representatives, successors and assigns of each Indemnitor are, jointly and severally, bound by the provisions of this agreement, and the liability of each Indemnitor shall not be dependent upon the execution of this agreement or any instrument referred to by any other Indemnitor, and that if the Company procures any co-surety or reinsurance or other surety on said bond or bonds this agreement shall be deemed extended to and for the benefit of the co-surety, reinsuring company or other surety.

It is mutually agreed that this contract is deemed made in the State of New York, regardless of the order in which the signatures of the parties shall have been affixed and shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of New York. In consideration for the surety being so bound, the Indemnitor agrees that all actions or proceedings arising directly or indirectly from this agreement shall be litigated only in courts having situs within the State of New York, and consents to the personal jurisdiction and venue of any local, state or Federal Court located therein.

ligned and Sealed this	1 day of July 20.15	-
WITNESS	SIGNATURE OF INDEMNITOR	
(This form is to be notarized or signed by two witnesses)  Signature:  Name: 15/10/	Signature:  Name: JAMGS ALLEN  Corporate Title: CFO  Affine	rp
Name: NOTARY PUBLIC-STATE OF FLORIDA  Dena Fisher	1405160	)02

Commission # EE118756
Expires: AUG. 19, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

FILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 NYSCEF DOC. NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 54 of 55 NYSCEF: 11/04/2020

**EXHIBIT D** 

TILED: NEW YORK COUNTY CLERK 11/04/2020 02:19 PM INDEX NO. 656014/2020 OCCUPANT OF STREET NO. 9 Case 1:20-cv-10434 Document 1-2 Filed 12/10/20 Page 55 of 55 OVER 11/04/2020

INDEMNITY TO:

AMERICAN CASUALTY CO. OF READING, PA
ASPEN AMERICAN INSURANCE COMPANY
CONTINENTAL CASUALTY COMPANY
PHILADELPHIA INDEMNITY INSURANCE CO.
TRAVELERS CASUALTY AND SURETY COMPANY
WESTERN SURETY COMPANY

ARGONAUT INSURANCE COMPANY
ATLANTIC SPECIALTY INSURANCE COMPANY
FEDERAL INSURANCE COMPANY
RLI INSURANCE COMPANY
WESTCHESTER FIRE INSURANCE COMPANY

Suite 300
, Suite 300

its subsidiaries and affiliates, as principal, for any Bond in favor of THE UNITED STATES OF AMERICA as Obligee.

Each undersigned person, firm and corporation, jointly and severally (also called "Indemnitor") in consideration of the execution by any of the above-captioned sureties, (called "Company") of a bond, or the continuation of any previously executed bond, of the substitution or renewal on any and all bonds, in which the Obligee is THE UNITED STATES OF AMERICA and other claimants, does undertake and agree:

- 1. To pay or cause to be paid to Company the agreed premium and/or collateral security for its suretyship until the undersigned shall furnish to Company competent written evidence, satisfactory to Company, of the termination of any bond as to future liability, but with privilege to Company, at any time, to withdraw from future liability under any bond if it so elects, in which event Company's only liability to the undersigned shall be for the pro rata unearned portion of the premium paid in accordance with law. The Indemnitor expressly waives any right, if any, to interest which may be earned on collateral security and further consents that the collateral security provided in consideration of suretyship may be held by the Company or the Company's representative, in any bank as the Company or Company's representative, as in its sole discretion, deems advisable and prudent.
- 2. To indemnify and save harmless Company from and against any and all liability, claim, demand, loss, damage, expense, cost, attorney's fees and expenses, included without limitation, fees and disbursements of counsel incurred by the Company in any action or proceeding between the indemnitor and the Company, or between the Company and any third party, which Company shall at any time incur by reason of its execution of any bond or its payment of or its liability to pay any claim, irrespective of whether the claim is made against the Company as a joint or several obligor and whether the indemnitor is then liable to make such payment, and to place the Company in funds to meet all its liability under any bond, promptly upon request and before Company may be required to make any payment thereunder; and copy of the claim, demand, voucher or other evidence of the payment by the Company of any liability, claim, demand, loss, damage, expense, cost and attorney's fees, shall be prima facie evidence of the fact and amount of Indemnitor's liability to Company under this agreement. Any demand upon the Company by the Obligee shall be sufficient to conclude that a liability exists and the Indemnitor shall then place the Company with sufficient funds in a form and amount deemed acceptable in the Company's sole discretion, as collateral security to cover the liability.

The Company may make or consent to any modification in any bond and may execute renewals or substitute obligation in any instrument, contract or agreement concerned, without notice to any Indemnitor (notice being expressly waived) and, in such case, each Indemnitor shall be liable to the Company as fully and to the same extent that the Company shall be liable under such modified bond or renewal or substitute obligation, in lieu thereof.

Each Indemnitor and the heirs, legal representatives, successors and assigns of each Indemnitor are, jointly and severally, bound by the provisions of this agreement, and the liability of each Indemnitor shall not be dependent upon the execution of this agreement or any instrument referred to by any other Indemnitor, and that if the Company procures any co-surety or reinsurance or other surety on said bond or bonds this agreement shall be deemed extended to and for the benefit of the co-surety, reinsuring company or other surety.

It is mutually agreed that this contract is deemed made in the State of New York, regardless of the order in which the signatures of the parties shall have been affixed and shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of New York. In consideration for the surety being so bound, the Indemnitor agrees that all actions or proceedings arising directly or indirectly from this agreement shall be litigated only in courts having situs within the State of New York, and consents to the personal jurisdiction and venue of any local, state or Federal Court located therein.

Signed and Sealed this	al day of Many	20 14
WITNESS	SIGNATURE(S) OF INDEMNITOR(S) Hollander Home Fashions Holdings, LLC	Affix Corp Seal
		(L.S.)
	Viral Gandhi	(L.S.)
	Vice President of	Finance (L.S.)
(This form is to be notarized or signed	by two wish control of FLORIDA  by two wish control of FLORIDA  Commission # EE118756  Expires: AUG. 19, 2015  SONDED THRU ATLANTIC BONDING CO., INC.	5/21/14